



# TOWN OF HUACHUCA CITY

The Sunset City

**HUACHUCA CITY TOWN COUNCIL  
MEETS FOR A WORK SESSION  
THURSDAY, OCTOBER 24, 2019 AT 6:00PM  
COUNCIL CHAMBERS  
500 N. GONZALES BLVD.  
HUACHUCA CITY, AZ 85616**

## **AGENDA**

### **A. Call to Order – Mayor**

- a. Pledge of Allegiance
- b. Roll Call and Ascertain Quorum
- c. Invocation

*Any prayer/invocation that may be offered before the start of regular Council business shall be the voluntary offering of a private citizen, for the benefit of the Council and the citizens present. The views or beliefs expressed by the prayer/invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker. A list of volunteers is maintained by the Town Clerk's Office and interested persons should contact the Town Clerk's Office for further information.*

### **B. Call to the Public – Mayor**

*A.R.S. 38-431.01 states the Public Body may make an open call to the public during a public meeting, subject to reasonable time, place and manner restrictions, to allow individuals to address the public body on any issue within the jurisdiction of the Public Body. At the conclusion of an open call to the public, individual members of the Public Body may respond to criticism made by those who have addressed the Public Body, may ask staff to review a matter or may ask that a matter be put on a future agenda. However, members of the Public Body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.*

### **C. Business Before the Council - Mayor**

**C.1 Discussion Only [Mayor Wallace]: Council Review of Proposed Ordinance 2019-16 AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, AMENDING THE TOWN CODE BY ADDING NEW TITLE 16 "NEIGHBORHOOD PRESERVATION AND VACANT PROPERTY REGISTRY" TO ESTABLISH REGULATIONS FOR REGISTERING AND MAINTAINING FORECLOSED, ABANDONED AND VACANT PROPERTY WITHIN THE TOWN; TO ESTABLISH REGULATIONS FOR DECLARING AND ABATING SLUM AND BLIGHTED PROPERTY; TO ESTABLISH MINIMUM STANDARDS FOR THE CONDITION OF THE INTERIOR OF RESIDENTIAL BUILDINGS; TO ESTABLISH REQUIREMENTS FOR THE MAINTENANCE OF ALL RESIDENTIAL AND NONRESIDENTIAL BUILDINGS AND STRUCTURES OF ANY KIND, AND VACANT AND IMPROVED LAND; TO ESTABLISH REGULATIONS FOR GRAFFITI PREVENTION, PROHIBITION AND REMOVAL; TO PROHIBIT ACTS AND CONDUCT THAT DIMINISH QUALITY OF LIFE; AND ADOPTING ENFORCEMENT AND ABATEMENT PROCEDURES AND SANCTIONS FOR VIOLATIONS.**

**C.2 Discussion Only [Mayor Wallace]: Town Department Goals Planning Session. All Town Departments including Administration, Police, Landfill, Public Works, Library/Community Services, Court, Fire, Building Regulation, Pool, Bus, Senior Center, Water, Sewer, and Town Savings accounts may be discussed.**

**D. Adjournment**

Posted at 5:00 PM on October 21, 2019 at the following locations:

<p><b>Town Hall Bulletin Board</b> 500 N. Gonzales Blvd. Huachuca City, AZ 85616</p>	<p><b>Town Hall Lobby</b> 500 N. Gonzales Blvd. Huachuca City, AZ 85616</p>	<p><b>Town Website</b> <a href="https://huachucacityaz.gov">https://huachucacityaz.gov</a></p>
<p><b>Huachuca City U.S. Post Office</b> 690 N. Gonzales Blvd. Huachuca City, AZ 85616</p>	<p><b>Huachuca City Library</b> 506 N. Gonzales Blvd. Huachuca City, AZ 85616</p>	<p><b>Huachuca City Police Department</b> 500 N. Gonzales Blvd. Huachuca City, AZ 85616</p>

*Ms. Janine Collins*  
Town Clerk

Note: This meeting is open to the public. All interested people are welcome to attend. A copy of agenda background material provided to the Committee Members, with the exception of material relating to possible executive session, are available for public inspection at the Town Clerk's Office, 500 N. Gonzales Blvd., Huachuca City, AZ 85616, Monday through Friday from 8:00 a.m. to 5:00 p.m. or online at [www.huachucacityaz.gov](http://www.huachucacityaz.gov)

Individuals with disabilities who need a reasonable accommodation to attend or communicate at a town meeting, or who require this information in alternate format, may contact the Town at 456-1354 (TTY 456-1353) to make their needs known. Requests should be made as early as possible so there is sufficient time to respond.



# TOWN OF HUACHUCA CITY

The Sunset City

## HUACHUCA CITY TOWN COUNCIL PUBLIC MEETING NOTICE

October 24, 2019, at 7:00 PM

COUNCIL CHAMBERS  
500 N. GONZALES BLVD.  
HUACHUCA CITY, AZ 85616

### AGENDA

#### **A. Call to Order – Mayor**

- a. Pledge of Allegiance
- b. Roll Call and Ascertain Quorum
- c. Invocation

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#### **B. Call to the Public – Mayor**

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#### **C. Consent Agenda - Mayor**

All items listed in the Consent Agenda are considered routine matters and will be enacted by one motion of the Council. There will be no separate discussion of these items unless a Member of the Town Council requests that an item or items be removed for discussion. Council Members may ask questions without removal of the item from the Consent Agenda. Items removed from the Consent Agenda are considered in their normal sequence as listed on the agenda, unless called out of sequence.

- C.1 Consider approval of the minutes of the Council Work meeting held on October 10, 2019.
- C.2 Consider approval of the minutes of the Council meeting held on October 10, 2019.
- C.3 Consider approval of the Payment Approval Report in the amount of \$ 103,625.95
- C.4 Consider approval of \$5,808.26 for Repair of Caterpillar Scraper.
- C.5 Consider approval of \$6,240.33 for Rental of Scraper while other is being repaired.
- C.6 Consider approval of \$8,690.98 for Office 365 Gov G3, Email and office applications.
- C.7 Authorize the declaration as surplus property the following items, to be sold by auction or otherwise disposed of in accordance with Town Policy:
  - A. 1998 Jeep Grand Cherokee VIN# 1J4GZ58Y9WC103074
  - B. 1994 Jeep Wrangler VIN# 1J4FY29SXP408541
  - C. 2000 GMC Jimmy VIN# 1GKCS13W6Y2345972
  - D. 1991 Buick Park Avenue VIN# 1G4CW53L3M1663377

#### **D. Unfinished Business before the Council – Mayor**

Public comment will be taken at the beginning of each agenda item, after the subject has been announced by the Mayor and explained by staff. Any citizen, who wishes, may speak one time for five minutes on each agenda item before or after Council discussion. Questions from Council Members, however, may be directed to staff or a member of the public through the Mayor at any time.

**D.1 Discussion and/or Action [Mayor Wallace]:** Council approval of Resolution 2019-31. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, DECLARING AS A PUBLIC RECORD OF THE TOWN THAT CERTAIN DOCUMENT KNOWN AS "TITLE 16 NEIGHBORHOOD PRESERVATION AND VACANT PROPERTY REGISTRY".

**D.2 Discussion and/or Action [Dr. Johnson]:** Second reading and adoption of Ordinance 2019-16 AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, AMENDING THE TOWN CODE BY ADDING NEW TITLE 16 "NEIGHBORHOOD PRESERVATION AND VACANT PROPERTY REGISTRY" TO ESTABLISH REGULATIONS FOR REGISTERING AND MAINTAINING FORECLOSED, ABANDONED AND VACANT PROPERTY WITHIN THE TOWN; TO ESTABLISH

REGULATIONS FOR DECLARING AND ABATING SLUM AND BLIGHTED PROPERTY; TO ESTABLISH MINIMUM STANDARDS FOR THE CONDITION OF THE INTERIOR OF RESIDENTIAL BUILDINGS; TO ESTABLISH REQUIREMENTS FOR THE MAINTENANCE OF ALL RESIDENTIAL AND NONRESIDENTIAL BUILDINGS AND STRUCTURES OF ANY KIND, AND VACANT AND IMPROVED LAND; TO ESTABLISH REGULATIONS FOR GRAFFITI PREVENTION, PROHIBITION AND REMOVAL; TO PROHIBIT ACTS AND CONDUCT THAT DIMINISH QUALITY OF LIFE; AND ADOPTING ENFORCEMENT AND ABATEMENT PROCEDURES AND SANCTIONS FOR VIOLATIONS.

**E. New Business Before Council - Mayor**

*Public comment will be taken at the beginning of each agenda item, after the subject has been announced by the Mayor and explained by staff. Any citizen, who wishes, may speak one time for five minutes on each agenda item before or after Council discussion. Questions from Council Members, however, may be directed to staff or a member of the public through the Mayor at any time.*

**E.1 Discussion and or/Action [Spencer Forsberg]:** September 2019 Financial Statement Review including Town grant tracking.

**E.2 Discussion and or/Action [Clerk Collins]:** Approval of Christmas parade route for the Parade to be held on December 14, 2019.

**E.3 Discussion and/or Action [Mayor Wallace]:** The Council might vote to go into Executive [closed] session, pursuant to A.R.S. 38-431.03(A) (3) & (4), for legal advice concerning the settlement agreement with Dusk till Dawn and acquisition of the property. In addition, the Council will discuss and act upon the following related matters in open session:

- a. Hiring Stffel, Nicolaus & Company to provide financial consulting services related to obtaining financing for purchase of the property;
- b. Approving a bond sale to finance purchase of the property and selecting a financial institution to purchase the bonds; and
- c. Hiring the law firm of Greenberg Traurig, LLP, to provide legal counsel on the bond sale transaction.

**F. Town Manager's Report**

**G. Items to be placed on future agendas**

**H. Reports of Current Events by Council**

**I. Adjournment**

Posted at 5:00 PM October 21, 2019 at the following locations:

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*Ms. Janine Collins*

**Town Clerk**

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# TOWN OF HUACHUCA CITY

The Sunset City

**MEETING MINUTES OF THE  
 HUACHUCA CITY TOWN COUNCIL WORK SESSION  
 OCTOBER 10, 2019 AT 6:00 PM  
 HUACHUCA CITY TOWN HALL  
 500 N. GONZALES BLVD.  
 HUACHUCA CITY, AZ 85616**

## AGENDA

### A. Call to Order - Mayor

- a. Pledge of Allegiance
- b. Roll Call and Ascertain Quorum

*Any prayer/invocation that may be offered before the start of regular Council business shall be the voluntary offering of a private citizen, for the benefit of the Council and the citizens present. The views or beliefs expressed by the prayer/invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker. A list of volunteers is maintained by the Town Clerk's Office and interested persons should contact the Town Clerk's Office for further information.*

The meeting was called to order at: 6:01PM  
 The Pledge of Allegiance was led by: Mayor Wallace

### Roll Call

<b>Individual</b>	<b>Position</b>	<b>Present</b>	<b>Absent</b>
Johann Wallace	Mayor	X	
Donna Johnson	Mayor Pro-Tem	X	
Debra Trate	Councilor	X	
Christy Hirshberg	Councilor	X	
Joy Banks	Councilor	X	
Cynthia Butterworth	Councilor	X-6:04	
Matthew Williams	Town Manager	X	
Janine Collins	Town Clerk	X	

Thomas Benavidez	Town Attorney		X
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**B. Call to the Public – Mayor**

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**Call to Public:**

1. **Dwight Partain, 519 Navajo Street. Questions or points which he feels needs to be addressed.**
  - a. **Police- good job**
  - b. **Possible street lamps on 500 block Navajo?**
  - c. **Empty fire station?**
  - d. **Recreation center (Lower Huachuca City Park) outdoor fountain?**

**C.1 Business Before the Council - Mayor**

**C.1 Discussion Only [Mayor Wallace]:** Town Department Goals Planning Session. All Town Departments including Administration, Police, Landfill, Public Works, Library/Community Services, Court, Fire, Building Regulation, Pool, Bus, Senior Center, Water, Sewer, and Town Savings accounts may be discussed.

<b>Motion C.1: Open item for discussion and/or action</b>	<b>Action: Open</b>
<b>Moved by: Mayor Wallace</b>	<b>Seconded by: Mayor ProTem Johnson</b>

Matthew Williams: Town Goals: We will need to do another work session to complete all the departments.

Admin Financial Goals:

**1 year goals:**

Have \$ 1,000,000 in general fund savings. \$886k as of 8/31/19. Note: \$775k in October 2018.

**5 year goals:**

Have \$1,500,000 in general fund savings.

Have 50% of water/sewer budget in savings per utility.

Water-\$130k      Sewer-\$109k

**10 year goals:**

Have \$2,100,000 in general fund savings, which should be 50% of the general fund budget, without grants.

Eliminate PSPRS unfunded liability \$306k.

**Maintain 50% of annual general fund budget & 50% of annual utility budget in savings, per utility.**

**Admin Staff Goals:**

**1 year goals:**

Town full time staff under ASRS retirement system. We are one of two towns that do not have this. You need to be in the system for 10 years to use it. If you retire under the 10 years you get everything back you put in. \$40k additional cost annually to Town. The Employees would need to buy in at 12% and the town would match it

**Donna Johnson:** What about people who have been here 20 years?

**Matthew Williams:** We would not be able to afford to pay for that.

Note: Police already under PSPRS.

Join insurance health pool with other small towns. Our insurance rates are high because we are small, the more employees you have the bigger the discount.

Employee training opportunities

Annual 2% employee COLA

Establish graduate student intern program in admin dept.

**5 year goals:**

Provide better insurance to employees. Reduce employee family insurance costs.

Cost share on employee tuition

Establish chain of succession per department. *Strive to hire staff who can eventually replace you.*

Increase employee skills/qualifications

**10 year goals:**

Council-what do you want to see?

**Landfill Financial Goals (Savings Account):**

**1 year goals:**

Have \$ 100,000 in landfill savings after upcoming equipment purchases.

**5 year goals:**

Have \$750,000 in landfill savings

Note: To accomplish this goal Landfill Property Lease of \$702k must be lowered as Town business development grows.

**10 year goals:**

**Maintain 50% of annual landfill budget landfill savings account. CIP purchases should never take the savings amount below 50%.**

**Landfill Expansion Trust Fund:**

Close current landfill cell 1 by 2022. Landfill cell 2 opening by 2022.  
As cell 1 closes, trust fund money for cell 1 unlocks use to construct cell 2.  
If not plan to pay \$100k annually to stay current with trust requirements in 2023.  
Soil study for cell 3 2022. Cell 3-New pit opens.  
We don't want to continue in cell 1, we could create a pyramid which would obstruct the views

**Landfill Equipment Goals:**

Sell 613 scraper for \$100k. Buy 623 scraper for \$200k. Note: Should have less then 5k hours, Cat inspected.

Buy Replacement Front End Loader, sell 966 loader once sewer pond project is completed.

Acquire back up scraper from GSA-CAT 615 or 623  
"Flip" surplus equipment to build savings.

**5 year goals:**

Plan to replace D6 dozer & 816 compactor in 2026

Acquire backup compactor from GSA

Acquire rig & low boy to haul Town equipment

**10 year goals:**

Plan to purchase new equipment every 7 years. Always under warranty.

Budget to save and pay cash for new equipment every 7 year. Pay landfill savings back plus interest to Town landfill savings

**Public Works/Landfill Goals: By Jim Halterman**

**1 year goals**

We need a water wagon

Replace brush hog mower

Sell current backhoe & replace with newer backhoe

Replace landfill service truck (already approved by Council)

Hire for retiring crew members

CDL driver on staff

Trial run on 10 digital water meters

We need to pay the public works employees more

Replacing park equipment

**5 year goals**

Replace old water lines

Town water meters 100% digital-no meter reading required

Replace public works trucks with USDA BOGO Program

Have a back up packer

**Councilor Trate:** Why only digital 10 meters?

**Jim Halferman:** We want to see how they work first.

**10 year goals**

Replace Water Shutoff valves & Control panels

**HURF Goals:**

**1 year goals**

Complete Town road assessment with SVMPO  
RFP for immediate Town HURF infrastructure needs

**5 year goals**

HURF Revenue bond to resurface Town roads

**10 year goals**

Use HURF funds to build pan & gutter on Town streets  
Maintain long term schedule of Town road resurfacing

**Senior Center/Food Bank Goals:**

**1 year goals**

Establish a Food Pantry  
Establish TEFAP/Senior Food Box Distribution  
Establish internet access & computer classes  
ADA bathrooms & working commercial kitchen in Senior Center  
Senior Center Branding (Senior & Community Services/Library Extension)  
Annual Senior Services Fair  
Repair outside soffits and ceiling in kitchen

**5 year goals**

Establish Congregate Meal Program  
Paint outside of building

**10 year goals**

Maintain Congregate Meal Program Grant Compliance

**Library Goals:**

**1 year goals**

New sign over front door  
Reorganize maker's space

New adult computers  
Garden area behind library & beautification of front area  
Fix parking lot drainage problem  
Increase teen programming

**5 year goals**

Redo murals in children's computer area  
New carpet  
Paint outside of building

**10 year goals**

Sidewalk from back of library to front door  
Business/Learning center – building addition (northwest corner)

**Building/Planning Department Goals:**

**1 year goals**

Complete the modernization of the Town zoning codes  
Initiate an online code violation complaint process  
Create and publish online a GIS map, reflecting Town properties and zoning classifications  
Update ICODES (Building codes)

**5 year goals**

Install a sidewalk grid throughout the Town  
Revitalization of lower to encourage new construction  
Initiate a plan to encourage development on the west side

**10 year goals**

Construction of a new Town Hall complex @ corner of Gonzales and Skyline

**Councillor Butterworth:** how much would a new complex cost us?

**Jim Johnson:** 3-4 million on the low side depending on how big you go

**Police/Animal Control Goals:**

**1 year goals**

Police Department Operating Budget defined  
Procure Two New Police Vehicles or Determine alternative option  
Repeater (UHF/VHF) for expanded communications into Whetstone  
Develop Maintenance Schedule, Extended Warranty (Two years remaining)  
Train new Sworn Peace Officer (Currently in academy)  
Define Town Code Criminal vs. Civil – Proper Sanctions vetted through HCMC  
Upgrade/Add camera's (Audio to Holding Cells)

**5 year goals**

- Expansion of Squad Room- Expand Interior of Building
- Outdoor Shooting Range
- Animal Shelter Open and operating in a more expanded role

**10 year goals**

- Double the number of Officers (Annexation)
- Start or complete the turn over vehicle fleet

**D. Adjournment**

<b>Motion: to Adjourn</b>		<b>Action: Approved</b>
<b>Moved by: Mayor Wallace</b>	<b>Seconded by: Mayor ProTem Johnson</b>	

**Meeting Adjourned: 7:00pm**

Approved by Mayor Johann R. Wallace on October 24<sup>th</sup>, 2019.

\_\_\_\_\_  
Mr. Johann R. Wallace  
Mayor

Attest: \_\_\_\_\_  
Ms. Janine Collins,  
Town Clerk

Seal:

**Certification**

I hereby certify that the foregoing is a true and correct copy of the Minutes of the Meeting for the Huachuca City Town Council held on October 10, 2019. I further certify that the meeting was duly called and a quorum was present.

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Ms. Janine Collins,  
Town Clerk



# TOWN OF HUACHUCA CITY

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**MEETING MINUTES OF THE  
HUACHUCA CITY TOWN COUNCIL  
OCTOBER 10, 2019 AT 7:00 PM  
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**The meeting was called to order at:** 7:10 pm  
**The Pledge of Allegiance was led by:** Mayor Wallace  
**The Invocation was offered by:** Elder Thomas

## Roll Call

<b>Individual</b>	<b>Position</b>	<b>Present</b>	<b>Absent</b>
Johann Wallace	Mayor	X	
Donna Johnson	Mayor Pro-Tem	X	
Debra Trate	Councilor	X	
Christy Hirshberg	Councilor	X	
Joy Banks	Councilor	X	
Cynthia Butterworth	Councilor	X	

Matthew Williams	Town Manager	X	
Janine Collins	Town Clerk	X	
Thomas Benavidez	Town Attorney	X	

**B. Call to the Public – Mayor**

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**Call to Public:**

**1. Dwight Partain, 519 Navajo Street. Questions or points which he feels needs to be addressed. I'm happy about police services and city services, which seem to be getting better, but worried about the cost. What are we doing with the fire station? Can we upgrade the facilities in lower so they will be used more? Why are some citizens, for no real reason searched? Why are services less when we're paying more? Why is the council seat empty?**

**2. Keith Guln. 1427 E. Adams Rd, Huachuca City (Wheistone). Awareness of the Tombstone Unified School District Bond Initiative. Funds are needed for upgrading school facilities, ballots were mailed out.**

**3. Diane Hilderbrant, 175 N Skyline Dr, Huachuca City. Awareness of the upcoming gift basket raffle for the Friends of Huachuca City Library, which brings in money for the library.**

**C. Consent Agenda - Mayor**

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**C.1 Consider approval of the minutes of the Council meeting held on September 26, 2019.**

- C.2 Consider approval of the Payment Approval Report in the amount of \$ 215,264.98.
- C.3 Authorize increasing approved amount for Roll off truck from \$30,000 to \$33,000 to cover taxes and fees included with purchase.
- C.4 Authorize the declaration as surplus property the following items, to be sold by auction or otherwise disposed of in accordance with Town Policy:
  - A. 1986 GMC Dump Truck VIN # 1GDE6D1A3DV521379
  - B. Lot of 17 Town Smart Phones
  - C. Lot of 6 Jetpack hotspots

<b>Motion C: Open Item for discussion and/or action</b>		<b>Action: Open</b>
<b>Moved by: Mayor Wallace</b>	<b>Seconded by: Councilor Hirschberg</b>	

<b>Motion C:</b>		<b>Action: Approved</b>
<b>Moved by: Mayor Wallace</b>	<b>Seconded by: Mayor ProTem Johnson</b>	

**D. Unfinished Business before the Council – Mayor**

Public comment will be taken at the beginning of each agenda item, after the subject has been announced by the Mayor and explained by staff. Any citizen, who wishes, may speak one time for five minutes on each agenda item before or after Council discussion. Questions from Council Members, however, may be directed to staff or a member of the public through the Mayor at any time.

- D.1. **Discussion and/or Action [Mayor Wallace]:** Second reading and adoption of Ordinance 2019-14, AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF HUACHUCA CITY, ARIZONA, AMENDING THE TOWN CODE, TITLE 2 "ADMINISTRATION AND PERSONNEL," TO CHANGE THE DUTIES OF THE POLICE CHIEF, TOWN MANAGER, TOWN CLERK, FINANCE CLERK AND TOWN COUNCIL; REMOVE PROVISIONS FOR K-9 OFFICERS; HAVE POLICE OFFICERS' AND ANIMAL CONTROL OFFICERS' PAY RATES ESTABLISHED BY THE POLICE CHIEF AND TOWN MANAGER; AND AUTHORIZE THE POLICE CHIEF TO HIRE POLICE OFFICERS AND ANIMAL CONTROL OFFICERS BASED ON NEED AND BUDGET AVAILABILITY.

<b>Motion D.1: Open item for discussion and/or action</b>	<b>Action: Open</b>
<b>Moved by: Mayor Wallace</b>	<b>Seconded by: Councilor Hirshberg</b>

<b>Motion D.1:</b>	<b>Action: Approved</b>
<b>Moved by: Mayor Wallace</b>	<b>Seconded by: Councilor Trate</b>
	5-1

**E. New Business Before Council - Mayor**

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**E.1 Discussion [Mayor Wallace]:** Statement from Council Members on the passing of former Council Member Walter Welsch.

<b>Motion E.1: Open item for discussion and/or action</b>	<b>Action: Open</b>
<b>Moved by: Mayor Wallace</b>	<b>Seconded by: Mayor ProTem Johnson</b>

**Mayor Wallace:** On October 2<sup>nd</sup> Council Member Welsch passed away. He on council for about six years, he was a stanch advocate for the of the library and senior center. The Walt I knew would not want a big diatribe of his life. Thank you and I will try my best.

**Councilor Hirshberg:** I didn't know him very well. He stood firm in what he believed in and I hope he rests in peace.

**Councilor Banks:** I didn't know him that well I first got to talk to him at the first mayor/managers meeting after Mr. Williams first came. I appreciated his knowledge of this town and the equipment including how much baling wire it took to hold them together. I now know why he asked so many questions, he asked questions because how would the public know what the council was thinking. He asked a lot of the hard questions.

**Councilor Butterworth:** I did not know him all that well, he was a strong personality and direct.

**Councilor Trate:** He asked a lot of tough questions and he brought up a lot of good points, ones I didn't think of. That was his job.

**Mayor Pro-Tem Johnson:** Me and Walt didn't get along all the times, we argued a lot up here. Even if we disagreed during the meeting when we walked out that door we were still friends. Walt did make a lot of sense and if I didn't understand something he would call me up and explain things so I understood it. He touched my heart. We argued a lot but agreed a lot too. He will be missed.

**Mayor Wallace:** I consider myself the Walt whisperer, because I could understand what he was trying to say and explain it to the rest of the council.

**E.2 Discussion and/or Action [Manager Williams]:** Council approval to close public access to walking path to lower Huachuca City, as it is unusable.

<b>Motion E.2: Open Item for discussion and/or action</b>		<b>Action: Open</b>
<b>Moved by: Mayor Wallace</b>	<b>Seconded by: Mayor ProTem Johnson</b>	

**Mayor Wallace:** We're talking about Gila, the walking path that connects upper Huachuca City to lower. It is unstable and unsafe and it's town property. We need to officially close it.

**Dr. Johnson:** We have signs and barricades right now and are getting more signs made up. The path is being washed away and it's unsafe. The water keeps undercutting the road. Parts of the path are unstable. We need to close this road.

<b>Motion E.2:</b>		<b>Action: Approved</b>
<b>Moved by: Mayor Wallace</b>	<b>Seconded by: Mayor ProTem Johnson</b>	

**E.3 Discussion and/or Action [Manager Willams]:** Council staff direction to prepare and publish an RFP for Town road and parking lot repairs utilizing HURF or State Highway Infrastructure Funds.

<b>Motion E.3: Open Item for discussion and/or action</b>		<b>Action: Open</b>
<b>Moved by: Mayor Wallace</b>	<b>Seconded by: Councilor Trate</b>	

**Mayor Wallace:** We have three areas around town hall that need to be repaved. We got quotes under the approval amount but it was from the same company. I didn't want us to seem like we're sole sourcing.

**Manager Willams:** We plan on using the month of November for the RFP.

**Councilor Butterworth:** Are we talking about tearing up and paving or just paving?

**Manager Willams:** It would depend on what you would want to do.

<b>Motion E.3:</b>		<b>Action: Approved</b>
<b>Moved by: Mayor Wallace</b>	<b>Seconded by: Councilor Butterworth</b>	

**E.4 Discussion and/or Action [Mayor Wallace]:** Council approval of Resolution 2019-31. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, DECLARING AS A PUBLIC RECORD OF THE TOWN THAT CERTAIN DOCUMENT KNOWN AS "TITLE 16 NEIGHBORHOOD PROTECTION AND VACANT PROPERTY REGISTRY".

<b>Motion E.4: Open Item for discussion and/or action</b>		<b>Action: Moved</b>
<b>Moved by:</b>	<b>Seconded by:</b>	

<b>Motion E.4:</b>		<b>Action: Moved</b>
<b>Moved by:</b>	<b>Seconded by:</b>	

**E.5 Discussion and/or Action [Dr. Johnson]:** Second reading and adoption of Ordinance 2019-16 AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, AMENDING THE TOWN CODE BY ADDING NEW TITLE 16 "NEIGHBORHOOD PRESERVATION AND VACANT PROPERTY REGISTRY" TO ESTABLISH REGULATIONS FOR REGISTERING AND MAINTAINING FORECLOSED, ABANDONED AND VACANT PROPERTY WITHIN THE TOWN; TO ESTABLISH REGULATIONS FOR DECLARING AND ABATING SLUM AND BLIGHTED PROPERTY; TO ESTABLISH MINIMUM STANDARDS FOR THE CONDITION OF THE INTERIOR OF RESIDENTIAL BUILDINGS; TO ESTABLISH REQUIREMENTS FOR THE MAINTENANCE OF ALL RESIDENTIAL AND NONRESIDENTIAL BUILDINGS AND STRUCTURES OF ANY KIND, AND VACANT AND IMPROVED LAND; TO ESTABLISH REGULATIONS FOR GRAFFITI PREVENTION, PROHIBITION AND REMOVAL; TO PROHIBIT ACTS AND CONDUCT THAT DIMINISH QUALITY OF LIFE; AND ADOPTING ENFORCEMENT AND ABATEMENT PROCEDURES AND SANCTIONS FOR VIOLATIONS.

<b>Motion E.5: Open Item for discussion</b>		<b>Action: Open</b>
<b>Moved by: Mayor Wallace</b>	<b>Seconded by: Councilor Butterworth</b>	

**Mayor Wallace:** Was there any other comments or concerns? If you do please get those over to Mr. Williams.

**Councilor Banks:** Do we have a works session or anything on this?

**Mayor Wallace:** We do not.

**Matthew Williams:** We can.

**Councillor Banks:** Yes we should.

**F. Items to be placed on future agendas: E.4 & E.5**

**G. Reports of Current Events by Council: Councillor Banks:** This is about our emergency Signal so I will let Mr. Williams take over.

**Matthew Williams:** We will open the RFP Tuesday. The RFP for this is for 125 pages. This is \$100,000 project and it requires a 10% bond.

**Councillor Banks:** They have set aside extra funds just in case it goes over budget. Next week Wednesday and Thursday I will be at the Arizona rural transportation summit. There's many discussions I'm planning on attending.

**Mayor Wallace:** We had our Mayor's/Manager's today, we got some praise on how well the town is looking. The luncheon went well. A shout out to our police department on taking new dispatchers from SEACOM on a ride along.

**H. Adjournment**

<b>Motion: to Adjourn</b>		<b>Action: Approved</b>
<b>Moved by: Mayor Wallace</b>	<b>Seconded by: Mayor ProTem Johnson</b>	

**Meeting Adjourned: 7:59 pm**

Approved by Mayor Johann R. Wallace on October 24, 2019.

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Mr. Johann R. Wallace  
Mayor

Attest: \_\_\_\_\_

Ms. Janine Collins,  
Town Clerk

Seal:

**Certification**

I hereby certify that the foregoing is a true and correct copy of the Minutes of the Meeting for the Huachuca City Town Council held on October 10, 2019. I further certify that the meeting was duly called and a quorum was present.

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Ms. Janine Collins,  
Town Clerk



## Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>1022550</b>							
UNUM Life Ins. Co. of America	0012/10102019	Employee Life/AD&D Ins./080830	10/10/2019	190.50	.00		
Total 1022550:				190.50	.00		
<b>1042290</b>							
Wells Fargo Remittance Center	50003035574	Bottled Water For Council	09/12/2019	5.10	5.10	10/18/2019	
Total 1042290:				5.10	5.10		
<b>1042530</b>							
Wells Fargo Remittance Center	2795	Water For Community Meetings	09/24/2019	9.02	9.02	10/18/2019	
Wells Fargo Remittance Center	9097	Plates, Cups, Napkins, Utensils F	10/09/2019	52.89	52.89	10/18/2019	
Turner Diversified LLC	OCT105B	BBQ Lunch For Mayor/Manager L	10/10/2019	241.86	241.86	10/10/2019	
Total 1042530:				303.57	303.57		
<b>1043271</b>							
AT&T	9001/10042019	Phone Service	10/04/2019	668.90	668.90	10/16/2019	
Total 1043271:				668.90	668.90		
<b>1043300</b>							
Business Solutions Group	14977	tax forms	10/15/2019	182.10	.00		
Safeguard Business Systems	039750008	Re-Order Checks For Fire Penslo	10/15/2019	20.70	20.70	10/16/2019	
Total 1043300:				202.80	20.70		
<b>1043340</b>							
S.S.V.E.C	10082019	Town Hall	10/08/2019	448.81	448.81	10/16/2019	
Total 1043340:				448.81	448.81		
<b>1043360</b>							
AZ Department of Corrections	D08108201909	Inmate Transportation Cost	10/17/2019	11.08	.00		
AZ Department of Corrections	D08107201903	Inmate Labor	03/18/2019	9.39	.00		
AZ Department of Corrections	D08107201909	Inmate Transportation Cost	10/16/2019	10.51	.00		
AZ Department of Corrections	D08107201910	Inmate Labor	10/14/2019	11.08	.00		
Total 1043360:				42.07	.00		
<b>1043650</b>							
HintonBurdick, PLLC	212842	Audit Service/Admin	09/30/2019	10,000.00	.00		
Total 1043650:				10,000.00	.00		
<b>1043705</b>							
Copygraphix	25879186	Copy Machine Lease/Town Hall	10/07/2019	989.41	989.41	10/16/2019	
Total 1043705:				989.41	989.41		



Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
1048660 David Smith	10182019	Baliff-Court Security Officer Acade	10/18/2019	425.56	425.56	10/18/2019	
Total 1048660:				425.56	425.56		
1048210 Wells Fargo Remittance Center	E010097CLU	Email	09/29/2019	311.04	311.04	10/16/2019	
Total 1048210:				311.04	311.04		
1048275 Verizon Wireless	9839581533	cell phones	10/07/2019	1,592.61	.00		
Total 1048275:				1,592.61	.00		
1051271 AT&T CenturyLink	9001/10042019 10072019	Phone Service Phone Service	10/04/2019 10/07/2019	58.28 253.19	58.28 253.19	10/16/2019 10/16/2019	
Total 1051271:				309.45	309.45		
1051340 S.S.V.E.C	10082019	Police Dept	10/08/2019	389.13	389.13	10/16/2019	
Total 1051340:				389.13	389.13		
1051360 AZ Department of Corrections AZ Department of Corrections AZ Department of Corrections AZ Department of Corrections	D08106201909 D08107201903 D08107201909 D08107201910	Inmate Transportation Cost Inmate Labor Inmate Transportation Cost Inmate Labor	10/17/2019 03/18/2019 10/18/2019 10/14/2019	11.09 9.38 10.52 11.07	.00 .00 .00 .00		
Total 1051360:				42.06	.00		
1051470 Gardner's Garage Gardner's Garage	03P1338 03P1389	Vehicle Maint Vehicle Maint	10/09/2019 10/16/2019	145.04 351.67	145.04 .00	10/10/2019	
Total 1051470:				496.71	145.04		
1051820 Empire Southwest, LLC	EPCT0001371	Generator	10/11/2019	225.38	.00		
Total 1051820:				225.38	.00		
1051680 PSPRS	10092019	Reg for D. Johnson Jan 21-22	10/09/2019	75.00	.00		
Total 1051680:				75.00	.00		
1052110 Wells Fargo Remittance Center	100126885	ACO Badge Silver	09/12/2019	48.89	48.89	10/16/2019	
Total 1052110:				48.89	48.89		
1053340 S.S.V.E.C	10082019	Fire Station	10/08/2019	884.28	884.28	10/16/2019	



Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>Total 1059340:</b>							
				684.28	684.28		
<b>1053470</b>							
Empire Southwest, LLC	EPCT0001371	Generator	10/11/2019	225.37	.00		
<b>Total 1053470:</b>				225.37	.00		
<b>1057340</b>							
S.S.V.E.C	10082019	street lights	10/08/2019	2,550.91	2,550.91	10/16/2019	
<b>Total 1057340:</b>				2,550.91	2,550.91		
<b>1057380</b>							
AZ Department of Corrections	D08108201909	Inmate Transportation Cost	10/17/2019	44.36	.00		
AZ Department of Corrections	D08107201903	Inmate Labor	03/18/2019	37.64	.00		
AZ Department of Corrections	D08107201909	Inmate Transportation Cost	10/16/2019	42.06	.00		
AZ Department of Corrections	D08107201910	Inmate Labor	10/14/2019	44.30	.00		
<b>Total 1057380:</b>				168.26	.00		
<b>1057480</b>							
Merle's Automotive Supply	16-307072	Filters	10/08/2019	92.21	92.21	10/08/2019	
Wells Fargo Remittance Center	7798022	Nut Hex Flange	09/12/2019	6.51	6.51	10/18/2019	
<b>Total 1057480:</b>				98.72	98.72		
<b>1057475</b>							
Senergy Petroleum LLC	578497	Diesel #2	10/09/2019	40.30	40.30	10/10/2019	
<b>Total 1057475:</b>				40.30	40.30		
<b>1057610</b>							
Wells Fargo Remittance Center	88955922	54" Zero Turn Mower	10/01/2019	3,590.39	3,590.39	10/16/2019	
<b>Total 1057610:</b>				3,590.39	3,590.39		
<b>1058340</b>							
S.S.V.E.C	10082019	Pool	10/08/2019	458.25	458.25	10/16/2019	
<b>Total 1058340:</b>				458.25	458.25		
<b>1062271</b>							
AT&T	3001/10042019	Phone Service	10/04/2019	54.59	54.59	10/16/2019	
CenturyLink	10072019	Phone Service	10/07/2019	120.81	120.81	10/16/2019	
<b>Total 1062271:</b>				175.40	175.40		
<b>1062340</b>							
S.S.V.E.C	10082019	Library	10/08/2019	709.60	709.60	10/16/2019	
<b>Total 1062340:</b>				709.60	709.60		
<b>1062386</b>							
AZ Department of Corrections	D08108201909	Inmate Transportation Cost	10/17/2019	22.18	.00		
AZ Department of Corrections	D08107201903	Inmate Labor	03/18/2019	18.77	.00		
AZ Department of Corrections	D08107201909	Inmate Transportation Cost	10/16/2019	21.03	.00		



Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
AZ Department of Corrections	D08107201910	Inmate Labor	10/14/2019	22.15	.00		
<b>Total 1062368:</b>				84.13	.00		
<b>1068290</b>							
Wist Office Products	1936205	Mop Head, Handle, Wipes, Toilet	10/03/2019	325.09	.00		
Wist Office Products	1936535	Mop Head, Handle, Wipes, Toilet	10/04/2019	9.88	.00		
<b>Total 1068290:</b>				334.97	.00		
<b>1068340</b>							
S.S.V.E.C	10082019	Senior Center	10/08/2019	293.04	293.04	10/16/2019	
<b>Total 1068340:</b>				293.04	293.04		
<b>1069908</b>							
Wells Fargo Remittance Center	111835659353	Audio Visual Equipment For Digita	09/24/2019	1,238.19	1,238.19	10/18/2019	
<b>Total 1069908:</b>				1,238.19	1,238.19		
<b>2040400</b>							
B R Construction	P00000591	Restitution-Smith A	10/17/2019	50.00	.00		
<b>Total 2040400:</b>				50.00	.00		
<b>5121350</b>							
Bradley Properties	2101744/10112	Water Deposit Refund	10/11/2019	47.01	.00		
Caron Alicia & Mote Paul	1002545/10082	Water Deposit Refund	10/09/2019	45.15	45.15	10/09/2019	
<b>Total 5121350:</b>				92.16	45.15		
<b>5140340</b>							
S.S.V.E.C	10082019	Wells	10/08/2019	4,216.72	4,216.72	10/16/2019	
<b>Total 5140340:</b>				4,216.72	4,216.72		
<b>5140360</b>							
AZ Department of Corrections	D08106201908	Inmate Transportation Cost	10/17/2019	44.38	.00		
AZ Department of Corrections	D08107201903	Inmate Labor	03/18/2019	37.54	.00		
AZ Department of Corrections	D08107201909	Inmate Transportation Cost	10/16/2019	42.06	.00		
AZ Department of Corrections	D08107201910	Inmate Labor	10/14/2019	44.30	.00		
<b>Total 5140360:</b>				168.28	.00		
<b>5140460</b>							
Ace Hardware	167613/1	Guide Tape	10/09/2019	32.40	32.40	10/09/2019	
Crescent Electric Supply Co	S507056098.0	AC/DC Power Supply	10/08/2019	526.46	.00		
Wells Fargo Remittance Center	049284	Floor Jack & Lug Wrench 4 Way	09/23/2019	163.07	163.07	10/18/2019	
Wells Fargo Remittance Center	100141738	Fuses	09/27/2019	309.27	309.27	10/18/2019	
Wells Fargo Remittance Center	139834	Tarps, Cords, Hitch, & Hand Tools	10/04/2019	185.35	185.35	10/18/2019	
<b>Total 5140460:</b>				1,216.55	690.09		
<b>5140470</b>							
D&M Tire & Wheel	39003	Repair Tire PW1	10/17/2019	16.00	.00		



Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>Total 5140470:</b>							
				16.00	.00		
<b>5140475</b>							
Senergy Petroleum LLC	578497	Diesel #2	10/09/2019	315.76	315.76	10/10/2019	
<b>Total 5140475:</b>				315.76	315.76		
<b>5140510</b>							
Turner Laboratories, Inc	19J0273	Drinking Water Test	10/10/2019	60.00	.00		
Turner Laboratories, Inc	18J0409	Ground Water Test	10/15/2019	120.00	.00		
<b>Total 5140510:</b>				180.00	.00		
<b>5140610</b>							
Ace Hardware	167798/1	Water Parts, 3" Sponge Roller, S	10/16/2019	69.92	.00		
Westway Power EQ	POS4602	Repair Generator & "6" Pack Oil	10/17/2019	84.60	.00		
<b>Total 5140610:</b>				154.52	.00		
<b>5140650</b>							
HintonBurdick, PLLC	212842	Audit Service/Water	09/30/2019	2,500.00	.00		
Moyes Sellers & Hendricks	32230	Water Rights Attorney	10/11/2019	175.00	.00		
<b>Total 5140650:</b>				2,675.00	.00		
<b>5221360</b>							
Bradley Properties	2101744/10112	Sewer Deposit Refund	10/11/2019	25.00	.00		
Caron Alicia & Mote Paul	1002545/10082	Sewer Deposit Refund	10/09/2019	25.00	25.00	10/09/2019	
<b>Total 5221360:</b>				50.00	25.00		
<b>5240340</b>							
S.S.V.E.C	10082019	Sewer Ponds	10/08/2019	427.68	427.68	10/16/2019	
<b>Total 5240340:</b>				427.68	427.68		
<b>5240360</b>							
AZ Department of Corrections	D08106201909	Inmate Transportation Cost	10/17/2019	44.36	.00		
AZ Department of Corrections	D08107201903	Inmate Labor	03/18/2019	37.54	.00		
AZ Department of Corrections	D08107201909	Inmate Transportation Cost	10/19/2019	42.06	.00		
AZ Department of Corrections	D08107201910	Inmate Labor	10/14/2019	44.30	.00		
<b>Total 5240360:</b>				168.26	.00		
<b>5240460</b>							
Wells Fargo Remittance Center	1854003	Repair Ford Tractor	09/20/2019	77.77	77.77	10/18/2019	
Wells Fargo Remittance Center	2170385	Repair Ford Tractor	10/02/2019	50.14	50.14	10/18/2019	
<b>Total 5240460:</b>				127.91	127.91		
<b>5240475</b>							
Senergy Petroleum LLC	578497	Diesel #2	10/09/2019	315.76	315.76	10/10/2019	
<b>Total 5240475:</b>				315.76	315.76		



Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>5240810</b>							
Ace Hardware	167739/1	Fuses, Hand Tools	10/15/2019	201.88	.00		
Ace Hardware	167741/1	Fuses, Hand Tools	10/15/2019	14.88	.00		
Ace Hardware	167783/1	Fittings	10/17/2019	32.34	.00		
<b>Total 5240810:</b>				<u>249.08</u>	<u>.00</u>		
<b>5240850</b>							
HintonBurdick, PLLC	212842	Audit Service/Sewer	09/30/2019	2,500.00	.00		
<b>Total 5240850:</b>				<u>2,500.00</u>	<u>.00</u>		
<b>5540102</b>							
Sterling Volunteers	7955908	New Hire Background Check	08/30/2019	120.00	120.00	10/09/2019	
<b>Total 5540102:</b>				<u>120.00</u>	<u>120.00</u>		
<b>5540340</b>							
AT&T	9001/10042019	Phone Service	10/04/2019	100.35	100.35	10/16/2019	
S.S.V.E.C	10082019	Landfill Scales	10/08/2019	734.46	734.45	10/16/2019	
CenturyLink	10072019	Phone Service	10/07/2019	85.87	85.87	10/16/2019	
<b>Total 5540340:</b>				<u>920.67</u>	<u>920.67</u>		
<b>5540360</b>							
AZ Department of Corrections	D08106201909	Inmate Transportation Cost	10/17/2019	110.92	.00		
AZ Department of Corrections	D08107201903	Inmate Labor	03/18/2019	93.84	.00		
AZ Department of Corrections	D08107201909	Inmate Transportation Cost	10/18/2019	84.06	.00		
AZ Department of Corrections	D08107201910	Inmate Labor	10/14/2019	110.80	.00		
McCoy's Septic Pumping Service	4302	Clean Landfill Septic Tank	10/03/2019	190.00	190.00	10/09/2019	
<b>Total 5540360:</b>				<u>589.64</u>	<u>190.00</u>		
<b>5540460</b>							
Sparkletts	117434481010	Water	10/10/2019	84.46	.00		
Wiset Office Products	1939539	Office Supplies	10/14/2019	285.67	.00		
Wells Fargo Remittance Center	141174	Various Hand Tools, Hard Lines	10/11/2019	133.88	133.88	10/18/2019	
Westway Power EQ	POS4601	String, Oil	10/17/2019	70.47	.00		
<b>Total 5540460:</b>				<u>574.37</u>	<u>133.88</u>		
<b>5540470</b>							
Wells Fargo Remittance Center	19	Title & Registration For 1998 Che	10/04/2019	4.00	4.00	10/18/2019	
<b>Total 5540470:</b>				<u>4.00</u>	<u>4.00</u>		
<b>5540475</b>							
Senergy Petroleum LLC	578497	Red Dyed Diesel #2	10/09/2019	1,165.20	1,165.20	10/10/2019	
Senergy Petroleum LLC	560273	Red Dyed Diesel #2	10/16/2019	1,563.18	.00		
<b>Total 5540475:</b>				<u>2,728.38</u>	<u>1,165.20</u>		
<b>5540800</b>							
Arizona Comfort Systems Heating	13987667	Repair AC Unit Landfill Building	10/01/2019	124.50	124.50	10/08/2019	
Arizona Comfort Systems Heating	14004570	Repair AC Unit Scale House	10/09/2019	1,378.00	.00		



Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>Total 5540500:</b>				1,502.50	124.50		
<b>5540610</b>							
Elite Sales and Service, LLC	17409	Repair 613C Scrapper	10/03/2019	5,808.26	.00		
Empire Southwest, LLC	EMPS4774755	Filters	10/11/2019	307.83	.00		
Empire Southwest, LLC	EMRA0022450	613C Scrapper Rental	10/07/2019	6,240.33	.00		
Empire Southwest, LLC	EPCT0001371	Generator	10/11/2019	673.50	.00		
Southern Tire Mart	6020003004	Repair Tire 613C Scrapper	10/14/2019	589.54	.00		
<b>Total 5540610:</b>				13,599.46	.00		
<b>5540650</b>							
HintonBurdick, PLLC	212842	Audit Service/Landfill	09/30/2019	5,000.00	.00		
<b>Total 5540650:</b>				5,000.00	.00		
<b>5540705</b>							
Caterpillar Financial Services	20308715	Payment For 816K Compactor	10/07/2019	3,313.82	.00		
Caterpillar Financial Services	20308715	Payment For D8T Tractor	10/07/2019	3,450.87	.00		
<b>Total 5540705:</b>				6,764.69	.00		
<b>5540840</b>							
Tucson Trux & Equip Sales, LLC	23420	2001 Freightline FL112 Roll Off (U	10/11/2019	31,500.00	31,500.00	10/16/2019	
<b>Total 5540840:</b>				31,500.00	31,500.00		
<b>Grand Totals:</b>				103,625.95	54,206.60		

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City Recorder: \_\_\_\_\_

City Treasurer: \_\_\_\_\_



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Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
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Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

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# Elite Sales and Service LLC

670 S. Highway 80  
Benson, Arizona 85602

# Invoice

Date	Invoice #
10/3/2019	17409

Bill To
TOWN OF HUACHUCA CITY 500 N. GONZALES BLVD HUACHUCA CITY, AZ 85616

P.O. No.	Terms
87491	Due on receipt

Item	Description	Qty	Rate	Amount
LABOR	REMOVE AND REBUILD BOTH STEERING CYLINDERS ON UNIT. REMOVE AND REPLACE IDLER ROLLER ON CHAIN AND REBUILD ROLLER. THIS INVOLVES REMOVING CHAIN TO ACCESS ROLLER AND REPLACED ROLLER HUB DUE TO EXCESSIVE WEAR AND DAMAGE. CHAIN CARRIAGE BENT. USED 20 TON JACKS AT VARIOUS ANGLES AND HEAT TO STRAIGHTEN CARRIAGE. DUE TO CYLINDER CONDITION, SENT CYLINDERS OUT TO BE REPAIRED.	15	150.00	2,250.00
LABOR	CYLINDER REPAIR	1	1,189.34	1,189.34
PARTS	ROLLER ASSEMBLY REBUILD KIT	1	489.23	489.23T
PARTS	INDUSTRIAL HOSE ASSY	1	127.73	127.73T
PARTS	INDUSTRIAL HOSE ASSY	1	95.74	95.74T
PARTS	HOSE WRAP	10	2.61	26.10T
PARTS	LOWER ROLLER HUB	1	1,401.32	1,401.32T
PARTS	PARTS CLEANER	6	3.55	21.30T
	UNIT #: 6-13 SCRAPPER HOURS: 823 Sales Tax		9.60%	207.50

Total	\$5,808.26
Payments/Credits	\$0.00
<b>Balance Due</b>	<b>\$5,808.26</b>

Phone #	Fax #
520-586-3339	520-586-9204





7600 S NOGALES HWY, TUCSON, AZ 85766  
 TUCSON Ph: 520-748-8270 Fax

# Rental Invoice

## Invoice EMRA00224500

Invoice Amount: \$6,240.33  
 Invoice Date: 10/07/2019  
 Date Out: 09/10/2019 Tue 08:00 AM  
 Billed From: 09/10/2019 Tue 08:00 AM  
 Billed Thru: 10/08/2019 Tue 08:00 AM

Jobsite: HUACHUCA LANDFILL  
 Contact: JIM HALTERMAN  
 Phone: 520.227-4281  
 TOWN OF HUACHUCA CITY  
 800 N. SKYLINE DR  
 MATTHEW WILLIAMS  
 520-456-1354  
 HUACHUCA CITY AZ 85618  
 Written By: Michael Palladino  
 Sales Rep: DUSTIN WATSON  
 PO #: WESCO Ace Hardware

Customer: 8684171  
 Bill to: TOWN OF HUACHUCA CITY  
 500 NORTH GONZALES BLVD  
 HUACHUCA CITY AZ 85618-0610

PO # 87495

Signed By: JIM HALTERMAN  
 Order By: JIM HALTERMAN

QTY	DESCRIPTION	DAY	WEEK	4WEEK	TOTALS
<b>Rental Items</b>					
1.	ID NO: E133012 SERIAL NO: 08LJ03010 613 SCRAPER (11 YARD) SELF-LOAD - 613C	\$700	\$1,930	\$5,280	5,280.00

Rental Subtotal: 5,280.00

Miscellaneous Items					
1	RENTAL SURCHARGE				110.88
1	TUCSON DELIVERY				350.00
	STATE 6.1% COUNTY 2.6%				499.45

Billed for 4 weeks from 9/10/2019 6:00 AM thru 10/8/2019 6:00 AM

Please Remit Payment To:  
 PO Box 29879  
 Phoenix, AZ 85038-9879

Invoice Total 6,240.33

### EMPIRE SOUTHWEST, LLC

Terms: Machine sales payments are due Net 10; all others Net 30. Unless otherwise agreed in writing by a vice president of Empire Southwest, LLC ("Empire"), the purchase of goods (including, but not limited to, new and used equipment, attachments, parts and technology) or services from Empire will be governed solely by Empire's terms and conditions of sales and service (the "Sales and Service Terms"), which are available at [www.empire-cat.com/salesandserviceterms](http://www.empire-cat.com/salesandserviceterms), and the rental of equipment from Empire will be governed solely by Empire's Rental Terms and Conditions (the "Rental Terms"), which are available at [www.empire-cat.com/rentalterms](http://www.empire-cat.com/rentalterms), or such other successor websites at which Empire posts its Sales and Service Terms and its Rental Terms (collectively, the "Terms") from time to time. A hard copy of the terms is available upon written request to [terms.conditions@empire-cat.com](mailto:terms.conditions@empire-cat.com). Empire's terms are hereby incorporated by reference into this document and all other documents related to your purchase of goods or services from Empire or the rental of equipment from Empire. By purchasing goods or services from Empire or renting equipment from Empire, you agree to be bound by Empire's Terms exactly as written.

CARB REGULATIONS When operated in California, any on-road heavy-duty diesel vehicle, alternative-diesel vehicle, off-road diesel vehicle, or portable diesel engine may be subject to the California Air Resources Board's Regulation to Reduce Particulate Matter and Criteria Pollutant Emissions from In-Use Heavy-Duty Diesel Vehicles, In-Use Off-Road Diesel Vehicle Regulation, or Airborne Toxic Control Measure For Diesel Particulate Matter From Portable Engines Rated At 50 Horsepower And Greater. It therefore could be subject to retrofit, exhaust retrofit, or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board website at <https://www.arb.ca.gov/dieseltruck>, <https://www.arb.ca.gov/mprop/ordiesel/ordiesel.htm>, or <https://www.arb.ca.gov/portable/portable.htm>.





# Town of Huachuca City

The Sunset City

500 N Gonzales Blvd • Huachuca City, Arizona 85616

Phone: (520) 456-1354 • TDD: (520) 456-1353 • Fax: (520) 456-2230

## RESOLUTION NO. 2019-31

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, DECLARING AS A PUBLIC RECORD OF THE TOWN THAT CERTAIN DOCUMENT KNOWN AS "TITLE 16 NEIGHBORHOOD PRESERVATION AND VACANT PROPERTY REGISTRY."**

**WHEREAS**, the Town of Huachuca City is required to preserve the official records of the Town, according to standards for the storage of permanent public records established by the director of the Arizona state library, archives and public records, pursuant to A.R.S. 39-101 and 39-121.01; and

**WHEREAS**, attached hereto and incorporated herein by this reference is a certain document known as "TITLE 16 NEIGHBORHOOD PRESERVATION AND VACANT PROPERTY REGISTRY;" and

**WHEREAS**, the Mayor and Council wish to declare this document a public record of the Town.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Town of Huachuca City, "TITLE 16 NEIGHBORHOOD PRESERVATION AND VACANT PROPERTY REGISTRY," three copies of which are on file in the office of the Town Clerk, is hereby declared to be a public record, and said copies are ordered to remain on file with the Town Clerk.

**PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, ARIZONA, THIS 24<sup>TH</sup> DAY OF OCTOBER, 2019.**

\_\_\_\_\_  
Johann Wallace, Mayor

ATTEST:

\_\_\_\_\_  
Janine Collins, Town Clerk

Approved as to Form:

\_\_\_\_\_  
Thomas Benavidez, Town Attorney

*["TITLE 16 NEIGHBORHOOD PRESERVATION AND VACANT PROPERTY REGISTRY must be attached.]*





# Town of Huachuca City

The Sunset City

500 N Gonzales Blvd • Huachuca City, Arizona 85616

Phone: (520) 456-1354 • TDD: (520) 456-1353 • Fax: (520) 456-2230

## ORDINANCE NO. 2019-16

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, AMENDING THE TOWN CODE BY ADDING NEW TITLE 16 "NEIGHBORHOOD PRESERVATION AND VACANT PROPERTY REGISTRY" TO ESTABLISH REGULATIONS FOR REGISTERING AND MAINTAINING FORECLOSED, ABANDONED AND VACANT PROPERTY WITHIN THE TOWN; TO ESTABLISH REGULATIONS FOR DECLARING AND ABATING SLUM AND BLIGHTED PROPERTY; TO ESTABLISH MINIMUM STANDARDS FOR THE CONDITION OF THE INTERIOR OF RESIDENTIAL BUILDINGS; TO ESTABLISH REQUIREMENTS FOR THE MAINTENANCE OF ALL RESIDENTIAL AND NONRESIDENTIAL BUILDINGS AND STRUCTURES OF ANY KIND, AND VACANT AND IMPROVED LAND; TO ESTABLISH REGULATIONS FOR GRAFFITI PREVENTION, PROHIBITION AND REMOVAL; TO PROHIBIT ACTS AND CONDUCT THAT DIMINISH QUALITY OF LIFE; AND ADOPTING ENFORCEMENT AND ABATEMENT PROCEDURES AND SANCTIONS FOR VIOLATIONS.**

**WHEREAS**, the Town Council of the Town of Huachuca City has adopted by Resolution No. 84-002 a code known as the Town Code of the Town of Huachuca City, Arizona [the "Code"], and has amended and republished the Code from time to time, as authorized by A.R.S. 9-240 (B) (28); and

**WHEREAS**, pursuant to A.R.S. sections 9-240 (B) (21) and 9-499, the Town may regulate nuisance properties within the Town and may prohibit and regulate accumulation of filth, debris or dilapidated buildings that constitute a hazard to public health and safety; and

**WHEREAS**, the Town Council has determined that it would be in the best interests of the Town and its residents to establish programs and regulations to reduce the amount of deteriorating real property located within the Town, in particular, real property suffering from blight or creating nuisances caused by the lack of adequate maintenance; and

**WHEREAS**, the Town Council previously adopted Ordinance No. 2019-16 declaring "TITLE 16 "NEIGHBORHOOD PRESERVATION AND VACANT PROPERTY REGISTRY" a public record of the Town; and

**WHEREAS**, as required by the Code, section 2.25.040, this Ordinance was first read at a public meeting of the Town Council on September 26, 2019, and at a subsequent meeting on October 10, 2019.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the Town of Huachuca City, as follows:

**SECTION 1.** "TITLE 16 "NEIGHBORHOOD PRESERVATION AND VACANT PROPERTY REGISTRY," a public record of the Town, three copies of which are on file in the office of the Town Clerk, is hereby approved and adopted.

**SECTION 2.** The Code, Title 16 is amended by adding new "TITLE 16 "NEIGHBORHOOD PRESERVATION AND VACANT PROPERTY REGISTRY."

**SECTION 3.** Graffiti-related violations of this Ordinance are all criminal.

A. No person who owns or is in control of any real property within the Town shall maintain, permit or allow graffiti to remain on any sidewalk, building, sign, fence, wall or any other structures or surfaces where the graffiti is visible from the street or other public or private property. Doing so is a class 1 misdemeanor, punishable as determined by the court, not to exceed \$2,500 fine, six months in jail and three years' probation.

**SECTION 4.** Non-graffiti-related violations of this Ordinance may be criminal or civil.

A. If the violation(s) concerns property used for residential purposes, the fine for a defendant's first citation under this Title shall be fifty dollars (\$50) per violation. The fine for a defendant's second violation under this Title shall be one hundred dollars (\$100) per violation. A defendant's third and subsequent violations under this Title over any timeframe after the second violation shall be classified as a criminal class 1 misdemeanor, punishable as determined by the court, not to exceed \$2,500 fine, six months in jail and three years' probation.

B. If the violation(s) concerns property used for non-residential purposes, the fine for a defendant's first citation under this Title shall be two hundred fifty dollars (\$250) per violation. The fine for a defendant's second violation under this Title shall be five hundred dollars (\$500) per violation. A defendant's third and subsequent violations under this Title over any timeframe after the second violation shall be classified as a criminal class 1 misdemeanor, punishable as determined by the court, not to exceed \$2,500 fine, six months in jail and three years' probation.

**SECTION 5.** In addition to the penalties of sections 3 and 4, above, the court shall impose restitution as part of its sentence, to compensate the Town for its costs to enforce this Title and bring a building or land into compliance with this Title. Restitution shall include all costs of abatement, including inspection fees, and prosecution of the case.

**SECTION 6.** Any continuing violation of this Ordinance constitutes a public nuisance that may be abated by the Town. Imposition of a fine or penalty assessment shall not relieve the owner or responsible person of the responsibility of abatement of the violation(s) or excuse him/her from liability for any and all costs incurred by the Town for abatement.

**SECTION 7.** If any section, subsection or portion of this Ordinance is for any reason held to be invalid or unenforceable by the decision of a court of competent jurisdiction, such decision shall not affect the validity or enforceability of the remaining portions hereof.

**SECTION 8.** The Town Clerk is hereby directed, pursuant to the Code, sections 2.25.080 and 2.25.090, to post this Ordinance in three or more public places within the Town, and to publish this Ordinance as required by A.R.S. 9-812 and 39-204.

**PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, THIS 24th DAY OF OCTOBER, 2019.**

**ATTEST:**

\_\_\_\_\_  
**Johann Wallace, Mayor**

\_\_\_\_\_  
**Janine Collins, Town Clerk**

**Approved as to Form:**

\_\_\_\_\_  
**Thomas Benavidez, Town Attorney**



# TITLE 16 NEIGHBORHOOD PRESERVATION AND VACANT PROPERTY REGISTRY

## Chapters:

- 16.05 General Provisions
- 16.10 Definitions
- 16.15 Property Maintenance Standards
- 16.20 Building Maintenance Standards
- 16.25 Unsafe/Dilapidated Structures and Equipment
- 16.30 Graffiti Prevention, Prohibition and Removal
- 16.35 Slum Property
- 16.40 Public Nuisance
- 16.45 Additional Violations
- 16.50 Administration, Enforcement and Appeals
- 16.55 Liability, Conflicts, Severability
- 16.60 Foreclosure/Vacant Property Registry

## CHAPTER 16.05 GENERAL PROVISIONS

### 16.05.010 Title

These regulations shall be known as the "Neighborhood Preservation Ordinance of the Town of Huachuca City" and may be cited as such and will be referred to hereinafter as "Title". The Town of Huachuca City will be referred to hereinafter as the "Town".

### 16.05.020 Purpose and Scope

- A. The purpose of this title is to promote and preserve the health, safety and welfare of the citizens of Huachuca City, and to protect its residents, neighborhoods and business district against hazardous, blighting and deteriorating influences or conditions that diminish quality of life and contribute to the downgrading of property values. This title serves these purposes by establishing minimum standards for the condition of the interior of residential buildings; by establishing requirements for the maintenance of all residential and nonresidential buildings and structures of any kind, and vacant and improved land; and by prohibiting acts and conduct that diminish quality of life.
- B. Unless otherwise specifically provided, this title shall apply to all buildings, structures and lands within the Town without regard to the use or the date of construction, improvement or alterations. It constitutes the minimum requirements and standards for structures, equipment and facilities; the responsibility of owners, operators and occupants; and for the occupancy of existing structures and premises.
- C. This title shall be applied lawfully, fairly, sensibly, consistently, and reasonably to promote the maintenance of all existing buildings and land in the Town. The intent is to ensure that individuals, business owners and families do not suffer undue hardship.

- D. This title shall not require changes in existing buildings and utilities when alterations were installed in accordance with the Town building codes in effect at the time of construction or alteration of the building, structure or utilities and have been satisfactorily maintained since that time. This subsection does not apply when the building, structure or utility has been determined to be an imminent hazard, unsafe, unhealthy, or deteriorated, when the building has been moved to another location, or in connection with the requirements of Chapter 16.20 in this Title.
- E. Repairs, additions or alterations to a building or structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the building, zoning, administrative and technical codes adopted by the Town and in effect at the time of such repair, addition or alteration.
- F. To the extent that any provision of this title conflicts with or is preempted by any state or federal law, including state and federal laws concerning the construction and maintenance of manufactured homes and mobile homes, the provisions of this title shall not apply.

#### **16.05.030 Permits Required**

No building, structure or building service equipment regulated by this title or by the building and technical codes adopted by the Town shall be built, erected, constructed, enlarged, altered, repaired, moved, improved, removed, converted or demolished unless a permit first has been issued by the building official in the manner provided in Title 15 of the Huachuca City Municipal Code and the building codes adopted by the Town.

### **CHAPTER 16.10 DEFINITIONS**

#### **16.10.010 Definitions**

For purposes of this chapter, the following terms shall have the definitions provided below, provided, however, where terms are not defined in this chapter, they shall have the meanings ascribed to them in other chapters of the Huachuca City Municipal Code, including but not limited to the International Building Code, International Residential Code, International Fire Code, International Plumbing Code, International Mechanical Code, National Electric Code or NFPA 70. Words not defined shall be given their normal, ordinary meaning.

**Abandoned property.** The word “abandoned” is hereby defined as voluntarily relinquished by the owner for an apparently indefinite period-of-time. As applied to motor vehicles or other articles of property, the term includes, but is not limited to, any motor vehicle or other article of personal property which is left upon the public or private property without the consent of the public entity, owner, lessee, or occupant thereof for longer than two (4) hours.

**Abandoned structure.** An "abandoned structure" is hereby defined as any structure that is in a partially dismantled state, and which remains uninhabitable for more than twelve (12) consecutive months and there is no active building permit for work to the structure or which remains uninhabitable for more than thirty (30) months, even if there is an active building permit for work to the structure; and one of the following conditions exists:

- a. The structure's roof or any part thereof is missing, or
- b. Any outside wall of the structure or portion thereof is missing, including any windows that are missing, or the structure is not dried-in.

**Abate.** To correct, including, but not limited to, repair, clear, rehabilitate, demolish, or remove.

**Abatement warrant.** An order, in writing, signed by a judge of a court of competent jurisdiction, authorizing any employee, authorized agent, representative or contractor of the Town to enter onto any affected property to abate specified conditions.

**Accessory improvements.** Improvements to land other than buildings, including, but not limited to, driveways, parking areas, pools, bridges, monuments, signs, sidewalks, walkways, exterior steps, railings, fences, screening walls, and retaining walls.

**Accessory use areas.** Those areas and buildings around a dwelling, which provide space for amenities and facilities, including but not limited to pay phones, picnic areas, recreation areas, laundry rooms, recreation rooms and refuse collection facilities.

**Acceptable indoor air quality.** Air in which there are no known contaminants at harmful concentrations.

**Addition.** An extension or increase to floor area or height of a building or structure.

**Agent.** A person residing or located within Arizona authorized by the owner of a property to make or order repairs or service to the property, building or structure and authorized to receive notices on behalf of the owner.

**Aggregate Material.** Any rock fragments, pebbles, sand, gravel, cobbles, crushed base, asphalt, dirt or similar material.

**Air Pollution.** No emission shall be permitted which can cause damage to health, animals, vegetation, or other forms of property, or which can cause any excessive soiling.

**Alter or alteration.** Any change in construction or a change in occupancy. Where the term of alteration is applied to a change of construction, it is intended to apply to any change, addition, or modification in construction. When the term is used in connection with a change of occupancy, it is intended to apply to changes of occupancy from one trade or use to another.

**Attractive Nuisance.** The maintaining of a condition, instrumentality, machine, or other agency that is dangerous to young children because of a child's ability to appreciate peril and which may be reasonably expected to attract them.

**Bathroom.** A room containing plumbing fixtures including a bathtub or shower.

**Bedroom.** Any room or space used or intended to be used for sleeping purposes in either a dwelling or sleeping unit.

**Blight or Blighted.** Unsightly, unsafe, or unsanitary conditions including, but not limited to, the accumulation of litter or debris; fences, buildings or other structures characterized by holes, breaks, rot, crumbling, cracking, peeling, or rusting; landscaping that is dead or damaged, characterized by bare dirt areas, uncontrolled growth or lack of maintenance, or is damaged; any other similar conditions of neglect, disrepair or deterioration; the exterior visible use or display of tarps, plastic sheeting or other similar materials as flexible or inflexible screening, fencing or walls covering upon a residential lot; excessive use, decay, degeneration, infestation, disrepair and deterioration that contribute to the depreciation of neighborhood property values or affect the health, safety, economic, aesthetic, or general welfare of citizens, regardless of the condition of other properties in the neighborhood.

**Building.** Any structure, either temporary or permanent, having a roof, supported by columns or walls, and use or built for the shelter or enclosure of persons, animals, chattels, or property of any kind. This shall include tents, awnings, or vehicles situated on private property and used for the purposes of building.

**Building code.** The code adopted by this jurisdiction regulating the design and construction of buildings and structures.

**Building official.** The officer or other person designated and authorized by the City Manager to enforce and administer the Town adopted building codes; or the building official's authorized representative.

**Closed container.** A container designed for transporting loose material such as garbage, refuse, or aggregate material with sides, top, and bottom made of solid and durable material such as metal or plastic, which will resist normal wear and tear and without any holes, cracks, or openings through which materials containing therein may escape, regardless of the degree to which the container is filled.

**Code official.** The official(s) designated and authorized by the City Manager to enforce and administer the provisions of this Title; or any duly authorized representative or designee of that official. Code official includes any peace officer, fire code official (fire-related issues only), building official or code enforcement officer.

**Commercial property.** Any property occupied by a business or businesses which sell, rent, trade or store goods, or which provide a service.

**Compliance order.** An order notifying the recipient that he or she is subject to civil or criminal prosecution for a violation of this chapter unless the violation is corrected.

**Contiguous.** Relating to property or residences, property that shares or abuts the boundary line or edge of the immediately adjacent property.

**Debris.** Substance or junk of little or no apparent economic value, which may be present in accumulation in excess of six (6) inches in height and ten (10) inches in diameter, including but not limited to deteriorated lumber, old newspapers, furniture, furniture parts, stoves, sinks, cabinets, household fixtures, refrigerators, car parts, equipment that is abandoned, broken or neglected, or the scattered remains of items.

**Default.** With respect to a mortgage, the obligor under the mortgage has breached or is in default of a repayment or other obligation in connection with that mortgage and has been notified by the mortgagee.

**Designee.** A person authorized in writing by the City Manager to carry out specific actions to enforce this chapter.

**Deteriorated or Deterioration.** A lowering in quality in the condition or appearance of a building, structure, or premises, characterized by holes, breaks, rot, crumbling, cracking, peeling, rusting, vermin infestation, unsafe or unsanitary conditions, or any other evidence of physical decay, neglect, damage or lack of maintenance.

**Dilapidated.** A condition relating to a structure and consisting of multiple violations of the Town Code such that the structure is in an obvious and serious state of disrepair.

**Driveway:** A private way that provides access from a street to a building such as a house or garage.

**Dumping Ground:** Any area that is used for the storing, leaving, or abandoning of refuse, litter, garbage, waste, earth, rock or debris, including construction, agricultural, landscape, residential, commercial and industrial solid waste.

**Dwelling unit.** An enclosed space of one or more rooms that is designed, occupied, or intended for occupancy as living quarters exclusively for a single household, to include permanent provisions for living, sleeping, sanitation, and kitchen facilities.

**Excavation.** Any well, shaft, basement, pit, tunnel, trench, hole or other like or similar removal of earth material.

**Exterior surface.** Building exterior surfaces and attachments to buildings, including, but not limited to, walls, roofs, doors, windows, gutters, down spouts, antennas, fixtures, satellite dishes, porches, garages, patios, and chimneys.

**Fences, screen walls and/or retaining wall.** Self-standing structures designed to provide semi-privacy, security or bank retention between grade separation.

**Garbage.** Swill, offal and any accumulation of spoiled or fully decomposed, rotting or discarded animal, vegetable or other matter resulting from the handling, preparation, cooking, storage, consumption of plant and animal matter including meats, fowl, buds, fruits, vegetable, dairy products or other organic waste material subject to rapid decomposition and their waste wrappers or containers.

**Graffiti.** Any unauthorized inscription, figure, slogans, designs, drawings or other defacement that is written, marked, painted, carved, scratched, etched, sketched, or otherwise affixed to any exterior building surface, unscreened area, accessory improvement, or vehicle in a place which can be seen by the public and that degrades the beauty and appearance of property.

**Guard.** A building component or a system of building components located at or near the open sides of elevated walking surfaces that minimizes the possibility of a fall from the walking surface to a lower level.

**Habitable space.** A space in a structure for living, sleeping, eating or cooking. Bathrooms, toilet compartments, closets, halls, screen enclosures, sunrooms, storage or utility space and similar areas are not considered habitable space.

**Health hazard.** The presence of any item(s) or condition(s) that adversely impact or jeopardize the wellbeing or health of an individual. Such items or conditions include, but are not limited to, evidence of occupancy without adequate water and sanitation facilities, or may be inclusive of human or animal waste, medical or biological waste, sharp, gaseous or combustible materials, radioactive waste, dangerous or corrosive chemicals or liquids, flammable or explosive materials, friable asbestos, offal and decay matter.

**Housekeeping unit.** A room or group of rooms forming a single habitable space equipped and intended to be used for living, cooking, sleeping and eating which does not contain, within such a unit, a toilet, lavatory and bathtub or shower.

**Imminent danger or hazard.** A condition of real property that places a person's life, health, or property in high risk of peril when such condition is immediate, impending, on the point of happening and menacing.

**Impervious.** Incapable of being penetrated or affected by water or moisture.

**Industrial property.** Any property occupied by land uses whose primary operation involves manufacturing, assembling, processing or otherwise treating raw materials, semi-finished products, or finished products, for packaging and distribution to either wholesale or retail markets.

**Infestation.** The presence or apparent presence of insects, rodents, birds, animals, vermin or other noxious pests of a kind or in a quantity that may cause structural damage to a building or structure, or endangers health within or around a building or structure, or may have an adverse effect upon the health, safety, aesthetics, or general welfare of citizens.

**Inoperable vehicle.** For the purposes of this Title 16, the definition of an inoperable vehicle shall be the same as the definition located in Section 9.30.010 of Title 9 of this Code entitled Public Peace Morals and Welfare.

**Inspection warrant.** An order, in writing, signed by a judge of a court of competent jurisdiction, directed to a state, county or local official, authorizing entry into private property to inspect for violations of this Town Code or other relevant laws and requirements.

**Labeled.** Devices, equipment, appliances, or materials to which has been affixed a label, seal, symbol or other identifying mark of a nationally recognized testing laboratory, inspection agency or other organization concerned with product evaluation that's maintains periodic inspection of the production of the above-labeled items and by whose label the manufacturer attests to compliance with applicable nationally recognized standards.

**Land.** All land in the Town whether improved or unimproved.

**Landscape debris.** Material generated or accumulated as a result of, or moved in the course of, landscape operations. Landscape debris includes, but is not limited to, grass clippings, leaves, branches, vegetative matter, rubbish, soil and rock.

**Leaf blower.** Any device that generates a stream of air that is designed, or used, to move landscape debris.

**Litter.** All decaying or non-decaying solid wastes, including but not limited to both combustible and non-combustible wastes, such as ashes, street cleanings, garbage, rubbish, dead animals, abandoned or junked vehicles or parts thereof, solid market and industrial waste, discarded appliances, discarded furniture, wood, paper, rags, empty barrels, crates, packing cases, excelsior, packing material, wrappings, cigarettes, cardboard, cans, metal, mattresses, bedding, crockery, trash, boxes, bottles, glass, cartons, refuse, debris, plaster, plastic, asphalt, tile, rock, bricks, concrete dribble, yard clippings, dry vegetation, weeds, dead trees and branches, leaves, vegetation and trees which may harbor insect or rodent infestations or may become a fire hazard, piles of earth mixed with any of the above or any foreign objects or other materials tending to create an unsightly condition and having an adverse effect upon the health, safety, economic, aesthetic, or general welfare of adjoining properties or occupants thereof.

**Manufactured home.** A structure built in accordance with the national manufactured housing construction and safety standards act of 1974 and Title VI of the housing and community development act of 1974 and any subsequent amendments.

**Minor vehicle repair.** Brake part replacement, minor tune-ups, change of oil and filter, repair of flat tires, lubrication and other similar operations are considered minor vehicle repairs. It does not include any removal or rebuilding of engines, repair or removal of differentials or axles, body or painting work of vehicles or vehicle parts or any vehicle repair that causes a vehicle to be inoperable for a period in excess of twenty-four (24) hours.

**Mobile home.** Structure built before June 15, 1976, on a permanent chassis, capable of being transported in one or more sections and designed to be used with or without a permanent foundation as a dwelling when connected to onsite utilities. Does not include recreational vehicles and factory-built buildings.

**Mortgage.** A first mortgage or other first-priority security interest in real property that is placed as security for the repayment of a loan and includes a first deed of trust.

**Mortgagee.** Any person or firm who holds a first-priority mortgage or other first-priority security interest in real property to secure a loan, whether as the mortgagee of a mortgage or the beneficiary of a deed of trust.

**Notice of default event.** With respect to a mortgage, a default regarding that mortgage has occurred and either: a) A notice of breach or notice of default and election to sell has been provided to the obligor and has been recorded in the Cochise County Recorder's Office; or b) An action for judicial foreclosure has been commenced regarding that mortgage by the filing of a complaint or petition for foreclosure in a court of competent jurisdiction.

**Notice of Violation (NOV).** A notice issued to a property owner or responsible person concerning violations of this Title.

**Noxious Weed.** Any species of plant which is, or is liable to be, detrimental or destructive and difficult to control or eradicate and shall include any species that the Arizona Department of Agriculture, after investigation and hearing, determines to be a noxious weed.

**Nuisance.** Any person doing an unlawful act, or omitting to perform a duty, or suffering or permitting any condition or thing to be or exist, which act, omission, condition or thing either:

- a. Injures or endangers the comfort, repose, health or safety of others;
- b. Unlawfully interferes with, obstructs or tends to obstruct or renders dangerous for passage any public or private street, highway, sidewalk, stream, ditch or drainage;
- c. In any way renders other persons insecure in life or the use of property; or
- d. Essentially interferes with the comfortable enjoyment of life and property or tends to depreciate the value of the property of others.

**Occupancy.** The purpose for which a building, or part thereof, is used or intended to be used.

**Occupant.** An individual or individuals or legal entity, through rights of ownership or tenancy, has possession or use and enjoyment of the subject real property and premises. Any person, permittee, licensee, or franchisee that places or maintains facilities in the city streets and public ways.

**Off-road vehicle.** A recreational vehicle designed for off-road use and not required to be licensed, including without limitation all-terrain vehicles, motocross cycles, sand rails and dune buggies.

**Openable area.** That part of a window, skylight or door which is available for unobstructed ventilation and which opens directly to the outdoors.

**Operator.** Any person who has charge, care or control of a structure or premises which is let or offered for occupancy.

**Owner.** A person, persons or legal entity listed as the current titleholder of real property, as recorded in the official records of the Cochise County Recorder's office.

**Owner's agent.** A statutory agent designated pursuant to A.R.S. 33-1902.

**Person.** Any individual, firm, partnership, association, social or fraternal organization, corporate, estate, trust, receiver, syndicate, branch of government, or any other group or combination of acting as a unit.

**Polluted.** A condition that exists in the water and is characterized by bacterial growth, algae, insect infestation, the remains of litter, debris, garbage, or any other foreign matter of which because of its nature or location, constitutes an unhealthy, unsafe, or unsightly condition.

**Pool.** A constructed or excavated exterior area designed to contain a regular supply of water.

**Premises.** A lot, plot or parcel of land, easement or public way, including any structures thereon.

**Private property.** Any real property not owned by the federal government, state, county, city, or political subdivision of the state.

**Property line.** The line that represents the boundary of property (including an apartment, condominium, room or other dwelling unit) owned, leased, or otherwise occupied by a person, business, corporation or institution.

**Public way.** Any street, alley or similar parcel of land essentially unobstructed from the ground to the sky, which is deeded, dedicated or otherwise permanently appropriated to the public for public use.

**Refuse.** Solid waste, including garbage.

**Resident.** A person that lives in a residence, or a responsible party.

**Residential property.** A property where the dominant use is non-transient occupancy of residential dwelling units.

**Residential rental property.** Property that is used solely as leased or rented property for residential purposes. If the property is a space rental mobile home park or a recreational vehicle park, residential rental property includes the rental space that is leased or rented by the owner of that rental space but does not include the mobile home or recreational vehicle that serves as the actual dwelling if the dwelling is owned and occupied by the tenant of the rental space and not by the owner of the rental space.

**Responsible person.** An owner, tenant, renter, lessor, lessee, manager, agent, lien holder or a fiduciary or person with power of attorney or other person who is occupying or having charge, possession or control of the premises or has authority and ability to act on behalf of, or in the interest of, the owner. When property is held in common by more than one (1) owner, each owner is a responsible person, even when a homeowner's association has been formed to manage and maintain such commonly owned property. Such a homeowner's association shall also be a Responsible Person. When any subdivision or planned area development (PAD) has been approved by Town Council and provisions have been made for the creation of an architectural review committee, homeowner's association or similar committee, which has been created, or will be created, for the purpose of controlling or regulating matters of common concern or maintenance, the developer of said subdivision or PAD shall submit to the Town Clerk, the names, addresses and telephone numbers of the officers of said committee or association at the time the organization is granted autonomy. Until such information is supplied to the Town Clerk, the developer shall remain a Responsible Person for the purposes of maintaining all common property in accordance with this section. Once granted autonomy, the chairperson, secretary or principal officer of any committee or association, as described above, shall notify the Town Clerk of any change in officers and provide the names, addresses and telephone numbers of the new officers within thirty (30) days after the change becomes effective. Until the Town Clerk receives notice of any new officers, the officers on record shall remain Responsible Persons as provided herein.

**Rooming house.** A building arranged or occupied for lodging with or without meals, for compensation and not occupied as a one- or two-family dwelling.

**Rooming unit.** Any room or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes.

**Rubble.** Broken solid surface fragments usually resulting from the decay or deterioration of a building; miscellaneous mass of broken or apparently worthless materials.

**Screened area, exterior.** An area separated by a permanent non-flexible device to completely conceal one (1) element of a property from other elements or from adjacent or contiguous property. Examples include but are not limited to fencing six (6) feet in height that is made from solid wood, brick or chain link with opaque slats.

**Sidewalk area.** That portion of a street between the curb-lines, or the lateral lines of a roadway, and the adjacent property lines, whether identified on the ground as a pedestrian walkway or not.

**Sleeping unit.** A room or space in which people sleep which can also include permanent provisions for living, eating and either sanitation or kitchen facilities, but not both. Such rooms and spaces that are also part of a dwelling unit are not sleeping units.

**Slum property.** Residential rental property that has deteriorated or is in a state of disrepair and that manifests one (1) or more of the following conditions that are a danger to the health or safety of the public:

- a. Structurally unsound surfaces, roof, walls, doors, floors, stairs, stairwells, porches or railings.
- b. Lack of potable water, adequate sanitation facilities, adequate water or waste pipe connections.
- c. Hazardous electrical system or gas connections.
- d. Lack of safe, rapid egress.
- e. Accumulation of human or animal waste, medical or biological waste, gaseous or combustible materials, dangerous or corrosive liquids, flammable or explosive materials or drug paraphernalia.

**Smoke.** No emission of smoke from any source shall be permitted to exceed a greater density than the density described as No. 1 on the Ringleman Chart. However, smoke may be emitted, which is equal to but not darker than No. 2 on the Ringleman Chart, for not more than four minutes in any eight-hour period. For the purpose of grading the density of smoke, the Ringleman Chart, as published by the U.S. Bureau of Mines shall be the standard. All measurements shall be taken at the point of emissions of the smoke.

**Stabilization or stabilized.** Treatment of ground surfaces with asphaltic concrete, cement, concrete, hardscape, penetration treatment of bituminous material and seal coat of bituminous binder and a mineral aggregate, decomposed granite cover, crushed granite cover, aggregate cover, gravel cover, grass or other continuous vegetative cover, or any combination of these stabilizers.

**Store.** The parking, leaving, locating, keeping, maintaining, depositing, remaining, or having a physical presence.

**Structure.** A combination of materials to form a construction for use, occupancy, or ornamentation whether installed on, above, or below the surface of land or water.

**Tenant.** A person who rents, leases or subleases, through either a written or oral agreement, real property from another for a fixed time.

**Toilet room.** A room containing a water closet or urinal but not a bathtub or shower.

**Vacant.** With respect to real property and "vacant real property", real property and improvements that are not presently occupied by persons lawfully entitled thereto. The term does not include real property that is unoccupied by reason of the temporary absence of lawful occupants who intend to return and resume occupancy.

**Vacant and unsecured building or structure.** Any vacant or abandoned building or structure, regardless of whether or not the building or structure is surrounded in whole or in part by a fence or wall, that is: 1) a fire or health hazard because of the accumulation of weeds, debris, or flammable or combustible waste or refuse; or 2) an attractive nuisance or hazard to the public because unsecured doorways or window openings or holes in the exterior of the building or structure permit entry of unauthorized persons.

**Vacant structure.** Any unoccupied or illegally occupied structure.

**Vegetation.** Plant growth, whether living or dead, characterized by grass, weeds, bushes, cactus, or trees.

**Vehicle.** Every device in, upon, or by which any person or property is or may be transported or drawn upon a highway, including devices used exclusively upon stationary rails or tracts.

**Ventilation.** The natural or mechanical process of supplying conditioned or unconditioned air to or removing such air from any space.

**Weeds.** In addition to those noxious weeds defined in A.R.S. 3-201, weeds include, but are not limited to, bull thistle, cocklebur, foxtail, horseweed, lambs quarters, London rocket, mallow, milkweed, pigweed, mustards, prickly lettuce, ragweed, Russian thistle, tumbleweed, shepherds purse, sowthistle, which horsenettle, and willow wee, regardless of whether an owner or occupant regards the plant growth as desirable. In addition, any vegetation, in excess of twelve (12) inches, growing in an uncontrolled manner, which will, if not cut or destroyed, become a fire hazard or menace to adjacent property is for the purpose of this chapter a weed.

**Yard, front.** The area extending the full lot width and situated between the front property lot line and the face of the principal building, which is parallel to, or most nearly parallel to, the front lot line.

**Yard, rear.** The area extending the full lot width and situated between the rear lot property line and the face of the principal building, which is parallel to, or most nearly parallel to, the rear lot line.

**Yard, side.** The area extending between the front yard and the rear yard and situated between the side lot property line and the face of the principal building, which is parallel to, or most nearly parallel to, the side lot line.

## CHAPTER 16.15 PROPERTY MAINTENANCE STANDARDS

### 16.15.010 Scope

In this chapter, unless otherwise provided, the terms "exterior premises and land" applies to all land, vacant or improved, located within the Town.

### 16.15.020 Litter Control

- A. **Accumulation of refuse, debris and litter is prohibited.** Each owner, lessee, tenant, resident or occupant shall maintain all exterior premises and land, so it is free of accumulated refuse, debris, litter or inoperable vehicles. This means contained or uncontained refuse, debris or litter that is present on a property in a manner not authorized by the Town.
- B. **Accumulation of refuse, debris and litter from a construction site is prohibited.** It is unlawful for any property owner, agent, or contractor in charge of any construction or demolition site to cause, maintain or permit the accumulation of any refuse, debris or litter on the site before, during, or after completion of the project except in a designated contained area or to allow any such refuse, debris or litter to become windblown and carried or deposited upon any alley, street, public place or adjacent private property.
- C. **Dumping of refuse, debris and litter is prohibited.** No person shall throw, deposit or dump any refuse, debris or litter on any land, whether owned by such person or not, except that approved receptacles may be used for the collection and containment of such refuse, debris or litter provided they are maintained in such a manner to prevent the refuse, debris or litter from becoming windblown and being carried about the area or deposited on any alley, street, public place or adjacent private property.
- D. **Failure to provide receptacles to contain refuse, debris and litter is prohibited.** It is unlawful for any business, corporation, firm or person to fail to provide approved litter or trash receptacles for the containment of refuse, debris, litter and trash generated within or upon their premises or to allow refuse, debris, litter or trash from approved receptacles to become windblown and be carried about the area or deposited on any alley, street, public place or adjacent private property.
- E. **Burning of refuse prohibited.** Except as specifically permitted by this or other adopted codes, the open burning or incineration of refuse is prohibited.

### 16.15.030 Care of Premises

All exterior premises and land shall be maintained in accordance with the following minimum standards so as not to create a public nuisance. All exterior premises and land area shall be kept free from dry vegetation, tumbleweeds, weeds, bushes and tall grass and trees which present a visual blight upon the area, which may harbor insect or rodent infestations, or dry vegetation which may likely become a fire hazard or result in a condition which may threaten the health and safety or the economic welfare of adjacent property owners or occupants.

- A. Accumulation of vegetation prohibited.** Each owner, lessee, tenant, resident or occupant shall maintain a premises or land, so it is free of the accumulation or untended growth of vegetation. The accumulation or untended growth of vegetation means the presence of plants on property that create a fire, safety or health hazard, or that attract vermin either on the property, on neighboring properties, or on both, and includes but is not limited to:
1. Any lawn grass that exceeds twelve (12) inches in height.
  2. All weeds that exceed twelve (12) inches in height.
  3. All hedges along the front and side lot line to the front line of a residence that exceed four (4) feet in height.
  4. All noxious weeds, defined as all grasses, annual plants and vegetation, other than trees and shrubs, provided however, this term shall not include cultivated flowers and individual or community gardens.
  5. Dead trees or dead shrubs.
  6. Dead palm fronds within ten (10) feet of the ground, a structure, a fence or wall, or of any combustible other than the tree from which the fronds have grown.
  7. Any tree, shrub, or other form of vegetation of any kind on the property or on the adjoining right-of-way, street, or alley that extends over or under the sidewalk space (whether sidewalk is installed or not) or roadway in a manner that may interfere with the reasonable use of the street, sidewalk space, or alley for pedestrian or vehicular traffic of any kind or that may obstruct the view or light distribution of traffic-control signs or devices or luminaries. Vegetation must be trimmed and maintained to provide an unobstructed pedestrian path a minimum of 48 inches in width and 80" in height from grade.
- B. Vacant lots or parcels shall be maintained.** Vacant lots or parcels that are located within an established subdivision or in a business zone shall be maintained free from weeds or untended plant growth the same as if it was improved. Vacant lots or parcels that are adjacent to established subdivisions or a business zone shall be maintained free from weeds or untended plant growth in excess of twelve (12) inches in height a distance of seventy-five (75) feet from the property line adjoining the improved property and twenty-five (25) feet from the property line adjoining a public or private street.
- C. Maintenance of public rights-of-way.** It is the duty of all tenants or occupants of any real property abutting any local street or alley in the Town, or if no tenant or occupant, then the property owner thereof, shall be required to keep that part of the street between such property lines and the curb, including the gutter of the street on which such property abuts, or up to the median point of an alley, improved or unimproved, in a safe and sanitary condition at all times. Said area shall be kept free from debris, litter and trash of all kinds, except household waste that is being properly disposed. Grass, weeds, or other groundcover shall not exceed twelve (12) inches. This duty extends to and includes:

1. Any portion of a street or street right-of-way which has been opened for public use, between the curb line (or if there is no curb line, the edge of street pavement), and the abutting property line. This includes the abutting sidewalk area (whether the sidewalk is installed or not). Sidewalk areas shall be kept free from sand, leaves, algae growth, vegetation and slippery conditions.
2. One-half (½) of the width of abutting alleys, from the property line to the centerline of the alley.

**D. Composting.** The provisions of this Section do not prohibit the maintenance of a compost pile on residential property, so long as the compost pile does not create a hazard and is:

1. Contained;
2. Maintained so as not to produce offensive odors or attract flies or vermin;
3. Located, insofar as reasonably possible, so that it is not visible from abutting properties or streets;
4. Maintained in compliance with all rules, regulations and procedures that may be promulgated by the code official.

A compost pile not in compliance with all the provisions of this section is in violation of this Chapter.

- E. Insect, rodent and animal control.** All exterior premises shall be kept free from insect and rodent harborage and infestation and other noxious pests where such harborage or infestation threatens the health, safety or welfare of a person or persons. Where harborage or infestation is found, they shall be promptly exterminated by approved processes which will not be injurious to human health. After extermination, proper precautions shall be taken to eliminate harborage and prevent re-infestation. This provision shall not require action to disturb the natural or cultivated activity of bees, rabbits or other insects and animals where such activity is not a danger or nuisance to any resident or residents of the area, and where other applicable legal requirements are met.
- F. Walkways and driveways.** All walkways, stairs, driveways, parking spaces and similar areas located on the exterior premises shall be kept in a proper state of repair and maintained free from hazardous conditions.
- G. Parking in front yards.** No vehicle, recreational vehicle, accessory vehicle, trailer, or similar type vehicles or trailers, or parts for such vehicles or trailers shall be parked or stored in the portion of the front yard directly in front of a residence.
- H. Exhaust vents.** Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another tenant.
- I. Exterior hazard or attractive nuisance.** All premises and land shall be kept free of any condition that constitutes a health hazard, imminent hazard, or attractive nuisance. Such prohibited conditions include, but are not limited to the following:

1. **Accessory structures, fences, screen walls and retaining walls.** All accessory structures on the exterior premises, including, but not limited to, detached garages, guest houses, storage buildings and sheds, as well as all fences, screen walls and retaining walls shall be safe, structurally sound and maintained so that they do not constitute a hazard, blight or condition of disrepair. Examples of hazards, blight or conditions of disrepair are inclusive of, but not limited to leaning fences, fences that are missing slats or blocks, graffiti, peeling paint, deterioration of paint or materials, rotting or damaged materials.
2. **Defacement of property.** No person shall willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti. It shall be the responsibility of the owner to restore said surface to an approved state of maintenance and repair.
3. **Abandoned refrigerators.** All premises shall be kept free of iceboxes, refrigerators or other containers with a capacity of one and one-half (1 ½ ) cubic feet or greater that have an attached door or lid, snap-lock or other locking device that may not be released from the inside and that are abandoned, discarded or no longer used for refrigeration and are in any place accessible to children. In addition to any other remedy provided under this chapter, a code official may immediately and without prior notice remove an attached door, lid or other locking device or take other similar action to abate the hazard presented.
4. **Excavations.** All premises shall be kept free of abandoned or unsecured excavations, or any excavation that creates a hazard to public safety or an attractive nuisance. An excavation made under permit and secured and maintained in a manner that complies with the applicable permit requirements is not considered a violation of this section. An excavation or mound is considered secure when:
  - a. It is protected by a permanent or complete five-foot minimum height enclosure that surrounds the excavation or property.
  - b. A well, pit, abandoned swimming pool, or similar excavation is completely and permanently covered, fenced securely or protected in an equivalent manner.
5. **Grading and Drainage.** All exterior premises, with the exception of approved retention areas and reservoirs, shall be graded and maintained to prevent erosion of soil and to prevent the accumulation of stagnant water thereon, when such water causes a hazardous or unhealthy condition, becomes a breeding area for insects, causes soil erosion or which causes damage to neighboring property.

6. **Sanitation.** All exterior premises shall be maintained in a safe and sanitary condition. The property owner or occupant shall keep that part of the exterior premises which such person occupies or controls in a safe and sanitary condition. It shall be unlawful for any person to permit any rubbish, trash, refuse, junk and other abandoned materials or any conditions which provides the harborage for rats, mice, snakes or other vermin to remain in a yard or open area owned, occupied or in the possession of such person for a period of more than five (5) days. Garbage and refuse shall be disposed of in accordance with the provisions of Title 8 of the Huachuca City Municipal Code.
7. **Repeated Dumping.** Vacant lots or lands, which have been subject to dumping on more than one (1) occasion, shall be secured to prevent further occurrences of dumping. Signs stating "no dumping" shall be erected in accordance with applicable laws on vacant lots or lands, which have been subject to dumping on more than one (1) occasion.
8. **Toxic, hazardous, and flammable materials.** The storage and use of poisonous, corrosive, explosive, flammable and combustible liquids, radioactive materials, and other materials hazardous to life or property, as determined by the Town, shall conform to all applicable portions of the currently approved edition of the International Building Code and the International Fire Code. These standards are in addition to all applicable state and federal regulations.
9. **Outdoor storage.** Outdoor storage on residential properties is prohibited under the following conditions:
  - a. When stored in the front yard.
  - b. When stored in the side yard or rear yard and is not screened by a minimum five (5) foot high solid wall or opaque fence.
  - c. When it exceeds twenty-five (25) percent of the total lot area.
  - d. When stored in an open covered porch that is visible from beyond the boundaries of the lot.
  - e. When stored in an open carport that is visible from beyond the boundaries of the lot or where the amount of storage restricts an automobile from being properly stored within the carport. A double carport will require enough space to store two (2) automobiles.
  - f. When storage items include garbage, refuse or debris not contained in an approved receptacle.
10. **Maintenance of swimming pools and architectural pools.** All swimming pools and architectural pools, ponds and spas shall be properly maintained so as not to create a safety hazard or harbor insect infestation or create a visibly deteriorated or blighted appearance. They shall meet the following standards:
  - a. It shall be unlawful for any person, owner, lessee, tenant, occupant, or business entity (hereinafter collectively "person") to have, keep, maintain, cause or permit a swimming pool where the water quality deteriorates to such a poor level as to prevent clear visibility from the water's surface to the pool bottom or as to create a breeding ground for mosquitoes or other insects. Water shall not be allowed to stagnate, or to become stale or foul through lack of circulation.

- b. Architectural pools that contain fish must be maintained to provide for the health of the fish. Dead fish must be removed immediately.
- c. Private swimming pools, hot tubs and spas shall be surrounded by a fence or barrier at least sixty (60) inches in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is less than 54-inches above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of 6-inches from the gatepost. No existing pool enclosure shall be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier. Provided, however, spas or hot tubs with a safety cover that complies with ASTM F 1346 shall be exempt from the provisions of this section.

## **CHAPTER 16.20 BUILDING MAINTENANCE STANDARDS**

### **16.20.010 Scope**

In this chapter, unless otherwise provided, the “building interior” section applies to the interior, utility service, plumbing and mechanical equipment of all residential dwellings and dwelling units in the Town. The “building and structure exteriors” section applies to all residential and non-residential structures and buildings in the Town.

### **16.20.020 Building interior**

#### **A. Fire safety.**

1. The presence and operations of window openings, size and condition of exits, bars, grills, grates covering windows and openings shall allow for safe and rapid egress in emergency situations. At least one (1) window and all doors in living/sleeping rooms in dwelling units must have an operable release mechanism that allows safe and rapid egress without the use of separate tools.
2. Every dwelling unit or guest room shall have unobstructed access directly to the outside, or to a public corridor. Every door, stairway, passageway or other means of exit shall be of sufficient size, width and arrangement so as to provide safe and rapid egress in the event of fire. Every walking surface of any means of exit shall be maintained free of warping, rotting, or other damage or obstructions so as to provide safe and rapid egress in the event of fire.
3. Every existing dwelling unit shall be provided with smoke detectors in good operating conditions as required by the adopted Fire Code of the Town of Huachuca City.

**B. Heating and cooling systems.**

1. **Heating.** Every habitable room within a dwelling unit, guest room, and congregate residence shall be provided with safe heating facilities which are properly installed and maintained in a sound condition and are capable of providing adequate heating, appropriate for the climate, to assure a safe living environment. All heating facilities shall be free from health hazards associated with ventilation, mounting, electrical and gas connections and other defects. Unvented fuel-burning heaters must be of a listed and approved type but are prohibited as the sole source of heating. Ovens, stoves or ranges, or other cooking appliances cannot be used for the purpose of heating any portion of a dwelling. Listed and approved type of portable space heaters may only be used as the sole source of heating on a temporary basis (as determined by the Code Official) when the permanent heating system is being repaired or replaced.
2. **Cooling.** Every dwelling unit, guest room, and congregate residence shall be provided, in at least one (1) habitable room, with either mechanical cooling or an alternate cooling method. Cooling facilities shall be installed and maintained in a safe condition and in accordance with the manufacturer's recommendations, and shall be capable of providing adequate cooling, appropriate for the climate, to assure a safe living environment. Evaporative cooling shall be maintained to be free of excessive rust, corrosion or mineral deposits, that limit proper operation. Any mounting apparatus for a cooling facility must be structurally sound. Mechanical fans or portable evaporative cooling devices may only be used as the sole source of cooling on a temporary basis (as determined by the Code Official) when the permanent cooling system is being repaired or replaced.

**C. Ventilation.**

1. Habitable rooms within a dwelling unit shall be provided with natural ventilation by means of openable exterior openings with an area of not less than five (5) square feet. A mechanical ventilating system may be provided in lieu of required exterior openings for natural ventilation, so long as such a system is capable of providing thirty-five one-hundredths (0.35) air changes per hour and so long as the air supply is taken from the outside.
2. Bathrooms, laundry rooms, water closet compartments and similar rooms shall be provided with natural ventilation by means of openable exterior openings with an area not less than one and one-half (1 1/2) square feet. A mechanical ventilation system connected directly to the outside may be provided in lieu of required exterior openings for natural ventilation in bathrooms that contain a bathtub, shower or combination thereof; laundry rooms; and similar rooms. Such a system must be capable of providing five (5) air changes at the rate of fifty (50) cubic feet per minute if the system operation is intermittent, or twenty (20) cubic feet per minute if the operation is constant. The point of discharge of exhaust air shall be at least three (3) feet from any opening into the building. In bathrooms containing only a water closet, lavatory or combination thereof, or in similar rooms, ventilation may be provided with an approved mechanical recirculating fan or a similar device designed to remove odors from the room.

**D. Electrical Systems.**

1. All dwellings and dwelling units shall be provided with electrical service. Electrical facilities connected to or in any building or structure are to be maintained hazard-free and in a state of good repair. The electrical system shall be free from hazards such as bare wiring; overloaded circuits or services; equipment not properly grounded; over-fused circuits; misuse of wiring, including the use of extension cords in lieu of permanent wiring; non-approved wiring; and wiring exposed to moisture or extreme heat. Broken, loose, frayed, inoperable, defective or missing portions of the electrical service, lines, switches, outlets, fixtures and fixture coverings shall be repaired or replaced.
2. All electrical equipment, wiring and appliances shall be installed and maintained in a safe manner and in accordance with all applicable laws.
3. Every habitable room must have at least two (2) electrical receptacle outlets, or one (1) outlet and one (1) electric light fixture. Every bathroom, water closet compartment and laundry room must have at least one (1) electric light fixture.

**E. Mechanical equipment.** All mechanical equipment and appliances shall be properly installed, maintained in a safe, working, operating condition, and shall be free of any defect that impairs operability.

**F. Plumbing systems.**

1. Dwelling units shall be provided with one (1) or more bathrooms equipped with a water closet, lavatory, and either a bathtub or shower. Hotels or subdivisions thereof where both sexes are accommodated shall contain at least two (2) separate toilet facilities that are conspicuously identified for male or female use, each of which contains at least one (1) water closet. Additional water closets shall be provided on each floor for each sex at the rate of one (1) for every additional ten (10) guests or fractional part thereof, in excess of ten (10). Each sink, bathtub and shower shall have hot and cold running water as necessary for its normal operation and use.
2. All dwellings or dwelling units shall have a kitchen, which shall include an indoor cooking area. The cooking area must be provided with a sink separate and apart from any bathroom sink or lavatory. Each kitchen sink shall have hot and cold running water necessary for its normal operation and use.
3. All plumbing systems are to be maintained safe and hazard-free and in a state of good repair. Every dwelling or dwelling unit shall have an adequate potable water supply. Every plumbing fixture, water and waste-pipe and gas connection shall be properly installed in accordance with all applicable laws and maintained in good and sanitary working condition so as to prevent structural deterioration or health hazards and are to be free from leaks and obstructions.
4. All plumbing fixtures shall be connected to a public sewer system or to an approved private sewage disposal system, with the connections free from leaks, blockages, or other defects. All plumbing fixtures shall be connected to an approved system of water supply and provided with hot and cold running water necessary for its normal operation.
5. When a structure is equipped with a gas supply system, it must be installed and maintained in a safe hazard-free condition.

**G. Interior surfaces and features.**

1. Every wall or vertical support must be sufficient to carry imposed loads safely, and must not lean, buckle, or split due to defect or lack of maintenance.
2. Every ceiling, roof, and ceiling and roof support must be sufficient to carry imposed loads safely, and must not buckle, sag or split due to defective material or deterioration.
3. Every floor and floor support shall be maintained in a safe and structurally sound condition, and every existing floor covering shall be maintained in a safe condition that is free of defect or deterioration that creates an unsafe or unsanitary condition.
4. Every interior door, cabinet and other feature shall be maintained in a safe and structurally sound condition.
5. All interior coverings, finishes, surfaces including walls, ceilings and floors shall be maintained in a good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. All walls, ceilings or floors shall be free from holes, breaks and loose or rotting materials. Cracked or loose plaster, wallboard, decayed wood or other defective surface conditions shall be corrected.
6. All repair work shall be done in a workman-like manner.

**H. Ceiling heights.** Habitable spaces, kitchens, halls, bathrooms and toilet compartments must have a ceiling height of not less than seven (7) feet measured to the lowest projection of the ceiling. If any room has a sloping ceiling, at least one-half (½) of the room area must have the prescribed minimum ceiling height.

**I. Interior sanitation.**

1. The interior of every building or structure shall be maintained from any unsafe or unsanitary accumulation of refuse.
2. All sanitary facilities shall be installed and maintained in a safe and sanitary condition.
3. Every dwelling unit must have a kitchen, which shall include a sink. All sinks, drain boards and countertops adjacent to the kitchen sink shall be made of non-absorbent materials, or must be covered by a non-absorbent material.

**J. Interior insect and rodent control.** The interior of all buildings and structures shall be kept free from infestation of insects, rodents and other noxious pests where such infestation threatens the health, safety or welfare of a person or persons.

**K. Access control.**

1. Exterior doors, including sliding glass doors, must have an operable locking mechanism. Double cylinder deadbolt locks or other mechanisms that prevent rapid egress in case of fire or other-type emergency are prohibited.
2. All windows must have an operable locking mechanism.

## 16.20.030 Building and structure exteriors.

- A. Exterior surfaces.** All exposed exterior surfaces, windows and doors shall be maintained to be free of deterioration that is a threat to health and safety, impervious to moisture and weather elements, and shall not otherwise present a deteriorated or blighted appearance. Windows, doors, locks on doors, and hinges must be present and installed properly. These items must be free from deterioration or blighting conditions. Examples of such deterioration and blight may include the following:
1. Improperly anchored canopies, metal awnings, stairways, exhaust ducts, and overhead extensions;
  2. Exterior windows and doors that are not fitted securely in their frames and are not substantially weather tight or that have inoperable locks;
  3. Paint that is deteriorated, indicated by peeling, flaking, cracking, blistering or mildew, resulting in exposed, bare unprotected surfaces;
  4. Window screening not maintained in good condition;
- B. Weather protection.** All weather-exposed exterior surfaces of every building, including windows and doors, shall provide weather protection. Every building shall be weather protected to provide shelter for the occupants against the elements and to exclude moisture and dampness.
- C. Protective treatment.** All exterior wood surfaces, except for decay-resistant woods, must be protected from deterioration and from the elements by paint or other protective treatment or covering. Any exterior wood surface that has paint that is peeling, flaking, cracked, blistered or chipped, resulting in bare, unprotected surfaces, must be repainted. All metal surfaces subject to corrosion or rust must be treated or coated to inhibit corrosion and rust, unless corrosion or rust is a design element.
- D. Boarded window or door openings.**
1. No occupied structure may have boarded window or door openings, except as necessary on a temporary basis to keep the structure secure while under repair.
  2. While vacant structures may temporarily be secured by boarding up window and door openings in accordance with Section 16.25.050 of this Title having or maintaining boarded window or door openings on a vacant structure for three hundred sixty-six (366) days in any two-year period is prohibited.
- E. Windows, skylights and doors.** Every window, skylight, door and all associated frames, shall be kept in sound condition, repair and weather tight. All glazing materials shall be maintained free from cracks and holes. Every window, other than fixed windows, shall be easy to open and capable of being held in position by window hardware. All window and door hardware shall be maintained in good condition and shall function properly.
- F. Decorative features.** All cornices, belt courses, corbels, trim, eaves, fascia, soffit, wall facings and similar decorative features shall be maintained in good repair free of decay, rot or loose material, and have proper anchorage.
- G. Foundations, walls, roofs and chimneys.** Every foundation, wall, roof, chimney and all exterior surfaces of buildings and structures shall be maintained in structurally sound condition and shall provide weather protection. All wood showing evidence of termite damage or decay, where structural or functional integrity is impaired, shall be replaced.

- H. Foundations.** All foundations shall be maintained in a structurally sound condition and shall be capable of supporting the load placed thereon by normal use. Foundations shall have effective waterproofing.
- I. Walls.** Exterior walls shall be maintained in a structurally sound condition that is substantially weathertight and weatherproof and shall be protected from the elements by paint or other approved protective covering. Exterior walls must be free of loose, crumbling or deteriorated plaster or rotted, split or buckled exterior wall coverings.
- J. Roofs.** The roof of every building or structure shall be maintained in a structurally sound condition and shall provide weather protection for that building or structure. Roof coverings shall not be rotted, broken, split, buckled or otherwise deteriorated. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structures. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions.
- K. Chimneys.** All chimneys must be maintained to be structurally safe and in sound condition.
- L. Stairways, decks and porches.** All stairways, decks and porches shall be maintained in a safe condition and shall be capable of supporting the load and resisting all forces placed thereon by normal use. Every handrail and guardrail shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.
- M. Coolers and their apparatus.** Evaporative coolers, cooler stands and any cooler mounting apparatus shall be maintained in a condition free from excessive accumulation of scale, rust, corrosion or mineral deposits. Cooler stands and any mounting apparatus must be structurally sound. Unused, deteriorating and unattached evaporative coolers are to be removed from the structure.
- N. Accessory structures.** All accessory structures, including but not limited to detached garages, fences and walls, must be structurally sound and be free of disrepair. Examples of disrepair include missing slats, posts or blocks, or damage, deterioration or rot. Fences and walls cannot be constructed or covered with materials not designed or commonly used for that purpose, such as pallets or tarps. Fences and walls must be properly anchored so as to not be in danger of failure or collapse.
- O. Exterior, weather tight, watertight and vermin-proof.** Every foundation, roof and exterior wall shall be reasonably weathertight, watertight and vermin-proof and shall be kept in sound condition.
- P. Address identification.** All buildings, whether new or existing, with an assigned address shall display the address in a manner to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background and shall not be obstructed by trees, shrubs or anything that would tend to hide or obscure the numbers.

## **CHAPTER 16.25 UNSAFE/DILAPIDATED STRUCTURES AND EQUIPMENT**

### **16.25.010 General**

Buildings, structures or equipment that are or hereafter become so deteriorated, damaged, dilapidated, or in need of repair so as to present a threat to the health, safety and welfare of the community constitute a nuisance and shall be abated by repair, rehabilitation or demolition as provided in this Title or other applicable law, code, ordinance or regulation.

### **16.25.020 Unsafe structures**

It is unlawful to maintain an unsafe structure that is found to be dangerous to life, health or property by not providing minimum safeguards to protect or warn occupants in the event of a fire, or because such structure contains unsafe equipment, or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

### **16.25.030 Unsafe equipment**

It is unlawful to maintain unsafe equipment that includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the premises or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health or property.

### **16.25.040 Structures unfit for human occupancy**

A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this Title, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

### **16.25.050 Unsecured vacant buildings or structures**

Unsecured vacant buildings or structures are unlawful and are prohibited by this chapter. The following requirements shall apply to all vacant and unsecured buildings or structures, regardless of whether the building or structure is surrounded in whole or in part by a fence or wall or not.

- A. **Duty to clean, secure and prohibit trespass.** The owner or responsible person of a vacant building or structure shall remove any accumulation of weeds, combustible waste, or refuse from the interior of a building or structure and the surrounding yards; and shall secure all doors, windows and other openings to prevent unauthorized entry. No vacant building or structure shall be allowed to be used for storage. The owner or responsible person shall post both the structure and premises with signs to provide conspicuous and reasonable notice prohibiting entry (i.e., "No Trespassing" signs).
- B. **Reinspection of secured buildings and structures.** The code official shall periodically reinspect a building or structure that was cleaned or secured pursuant to an administrative or judicial order to ensure continued compliance with the order and this Title. The code official may assess a reinspection fee for actual costs of each inspection in those instances where the building or structure is again found to be vacant and unsecured or in need of debris or weed removal.
- C. **Abatement of unsecured vacant buildings or structures.** When ordered abated, an unsecured vacant building or structure shall be cleaned and secured as follows:
  - 1. All accumulated refuse or stored materials that poses a fire, safety or health hazard within or upon the property or premises shall be removed; and
  - 2. All unsecured doorway, windows, or exterior openings shall be barricaded in accordance with standards established by the code official, which shall be kept on file with the Town Clerk, and in accordance with 16.20.030D of this Title.
  - 3. Both the structure and the exterior premises shall be posted with signs that provide reasonable notice prohibiting entry (i.e. "No Trespassing" signs).

#### 16.25.060 Closing of vacant buildings or structures

If a building or structure is vacant and determined to be unfit for human habitation or occupancy, but is not in danger of structural collapse, the code official is authorized to post a placard and/or condemnation on the premises and to order the structure be closed up as to not be an attractive nuisance. Upon failure of the owner to close up the premises within the time specified in the order, the code official shall cause the premises to be closed and secured through any available public agency or by contract or arrangement by private persons and the costs thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate and may be collected by any available legal resource.

- A. **Notice.** Whenever the code official has condemned a building, structure or equipment under the provisions of this Section, notice shall be provided in accordance to Section 16.50.060 of this Title.
- B. **Placarding.** Upon failure of the owner or responsible person to comply with the notice provisions within the given time, the code official shall post on the premises, building, structure or on defective equipment a placard bearing the words "CONDEMNED" and a statement of the penalties provided for occupying the premises, operating the equipment or removing the placard.
- C. **Placard removal.** The code official shall remove the condemnation placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated. It is unlawful for any person, other than a code official, to remove the condemnation placard.

- D. Prohibited occupancy.** Any occupied building or structure condemned and placarded by the code official shall be vacated as ordered by the code official. It shall be unlawful for any person to occupy a placarded building or structure. Any person who shall occupy a placarded building or structure or who shall let anyone occupy a placarded building or structure or operate placarded equipment shall be subject to the citations and/or penalties as provided for in Section 16.50.090 of this Title.

#### 16.25.070 Emergency measures

- A. Imminent danger.** When, in the opinion of the code official, there is imminent danger of failure or collapse of a building or structure which endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupancy of the structure, or when there is actual or potential danger to the building occupants or those in close proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the code official is hereby authorized and empowered to order and require the occupants to vacate the premises forthwith. The code official shall cause to be posted at each entrance to such structure a notice to read as follows: **"THIS STRUCTURE IS UNSAFE AND ITS OCCUPANCY HAS BEEN PROHIBITED BY ORDER OF THE CODE OFFICIAL."** It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or demolishing the same structure.
- B. Temporary safeguards.** Whenever in the opinion of the code official there is imminent danger due to an unsafe condition, the code official shall order the necessary work to be done, including the boarding up of openings, to render such structure temporarily safe and shall cause such other action to be taken as the code official deems necessary to meet such emergency.
- C. Closing streets.** When necessary for public safety, the code official shall temporarily close structures and close, or order the authority having jurisdiction to close sidewalks, streets, public ways and places adjacent to unsafe structures and prohibit the same from being utilized.
- D. Emergency repairs.** For the purpose of this Section, the code official shall employ the necessary labor and materials to perform the required repair work as expeditiously as possible.
- E. Hearing.** Any person ordered to take emergency measures shall comply with such order forthwith. Any affected person shall thereafter, upon petition directed to the Huachuca City Magistrate be afforded a hearing pursuant to provisions of the Magistrate Court.

### **16.25.080 Demolition**

The code official shall order the owner of any premises upon which is located any building or structure, which in the code official's judgement is so old, dilapidated or has become so out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the building or structure, to demolish and remove such building or structure; or if such building or structure is capable of being made safe by repairs, to repair and make safe and sanitary or to demolish and remove at the owner's option; or where there has been a cessation of normal construction of any building or structure for a period of more than two (2) years, to demolish and remove such building or structure.

## **CHAPTER 16.30 GRAFFITI PREVENTION, PROHIBITION AND REMOVAL**

Graffiti is considered to be obnoxious, contributes to neighborhood deterioration, provides a communication system for gangs and other vandals, damages property, and constitutes a public nuisance and must be abated immediately to avoid the detrimental impact of such graffiti on the Town and its residents, to disrupt the communication system for gangs and other vandals, and prevent the further spread of graffiti.

### **16.30.010 Purpose and intent**

It is the purpose and intent of this Chapter to provide a procedure for the prevention and removal of graffiti from walls, buildings, structures or surfaces on public and private property in order to reduce blight and deterioration within the Town and to protect the public health and safety.

### **16.30.026 Graffiti prohibited**

No person who owns or is in control of any real property within the Town shall maintain, permit or allow graffiti to remain on any sidewalk, building, sign, fence, wall or any other structures or surfaces where the graffiti is visible from the street or other public or private property. Doing so is a Class 1 Misdemeanor.

### **16.30.030 Notice of violation**

If it is determined by the Town that graffiti exists on a property in violation of this Chapter, the Town shall, in writing, notify the owner of the property or responsible person through the issuance of a notice of violation providing a maximum of ten (10) days to abate the graffiti, which notice may be served by certified mail, personal service, or by posting the subject property and publishing the notice in a local newspaper. The Town Police Department shall assist in the enforcement of this Section and may use the Arizona traffic ticket complaint form in lieu of a written notice of violation. Failure to comply is a Class 1 Misdemeanor.

### **16.30.040 Notice of violation – contents**

The notice of violation shall include the following:

- A. Identify the property in violation.
- B. Shall generally describe the location of the graffiti
- C. Direct that the graffiti shall be abated within a stated time period, not to exceed ten (10) days of receipt of the notice.
- D. State that in the event the owner or responsible person fails to abate the graffiti within the time period specified in the notice of violation, the Town shall abate the graffiti and bill the owner or responsible person for the costs thereof.

### **16.30.050 Town abatement**

In the event the owner or responsible person fails to abate the graffiti as required by the notice of violation, the Town or its authorized representative is expressly authorized to enter private property only after going through the Police Department and abate graffiti thereon and bill the owner or responsible person for the costs thereof. In the event the bill is not paid, a statement of the account shall be certified to the Town Manager, who shall collect the same due, together with interest at the rate established by law.

## **CHAPTER 16.35 SLUM PROPERTY**

### **16.35.010 Slum property designation**

- A. If after an inspection, the code official finds that a residential property meets the definition of slum property as outlined in this Title and the Arizona State Statutes, the code official or designee may designate the property a slum property.
- B. Written notice shall be given to the owner or owner's statutory agent that such property has been designated a slum property and shall set forth:
  - 1. The identification of the land where the violation(s) is located, by the street address, if known, and by book, map and parcel number.
  - 2. A statement of the violation(s) in sufficient detail to allow a reasonable person to identify and correct the violation(s).
  - 3. Except for an imminent hazard to life, health or public safety, requiring emergency abatement, the owner shall be given thirty (30) days from service of the notice of designation of slum property to correct the violation(s).
  - 4. The name and phone number of the code official who sent the notice.
  - 5. An explanation that the residential rental property is subject to State statutes, including the appointment of a temporary receiver, annual inspections and payment of inspection costs and penalties.
  - 6. An explanation of the appeal process and specify the date by which any appeal must be filed.

- C. The failure to timely appeal the designation of slum property as slum property shall be deemed an admission that the property is slum property.
- D. If the violation(s) in the notice of designation of slum property is corrected within thirty (30) days from the service of the notice, the Town shall withdraw the designation of slum property. If the violation(s) in the notice of designation of slum property is not corrected within thirty (30) days, the Town may then record a notice of designation of slum property in the Cochise County Recorder's Office.

#### 16.35.020 Service of notice to designate slum property

- A. The notice to designate slum property shall be served by any of the following methods:
  - 1. By hand delivering a copy of the notice to the owner or owner's statutory agent; or
  - 2. By mailing a copy of the notice to the owner at the last known address or at the address to which the tax bill for the land was last mailed; or
  - 3. By mailing a copy of the notice to the owner's statutory agent.
- B. The notice to designate slum property is deemed served on the date it is hand delivered or, if mailed, on the date it is deposited in the United States mail.

#### 16.35.030 Slum designation appeal

Within ten (10) working days from the date of the notice of slum designation, the property owner of property designated to be slum property may file with the Town Clerk a written appeal to the Board of Adjustment from such designation. The failure to timely appeal the designation of slum property as slum property shall be deemed an admission that the property is slum property.

- A. The appeal shall clearly show the street address (if known) and the parcel identification number of the property, the date of the notice of slum property designation was issued and the reason for the appeal.
- B. The Board of Adjustment shall, at its next regularly scheduled meeting after receiving the appeal, but no later than sixty (60) days, hear and determine the same and the decision of the Board of Adjustment shall be final.
- C. If no appeal is taken or if the Board of Adjustment affirms the designation of the property as a slum property, the Town may proceed with all inspections and enforcement, charges and other remedies provided by law for slum properties.

#### 16.35.040 Remedies

- A. If the violations outlined in the notice of designation of slum property is corrected within thirty (30) days from the service of the notice, the Town shall withdraw the designation of slum property.
- B. If the violations are not corrected, the Town may then record a notice of designation of slum property with the Cochise County Recorder's office. A recorded notice shall run with the land. Failure to record a notice shall not affect the validity of the notice as to the persons who receive the notice.

- C. In addition to other remedies provided in this Title for the abatement of slum property, the code official is authorized to seek the appointment of a temporary receiver and recover costs associated with such appointment including the filing of liens as provided by law.
- D. In addition to any other remedy providing for recovery of costs either by law or otherwise specified by this Title or elsewhere in the Huachuca City Municipal Code, the code official is authorized to file costs as provided by law associated with inspections of slum properties in accordance with A.R.S. §33-1904 or its successor sections in the Cochise County Recorder's office and upon such filing such costs shall be a lien on the property.

## **CHAPTER 16.40 PUBLIC NUISANCE**

### **16.40.010 Public nuisance designated**

Anything which is injurious to health, safety or is indecent, or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property by an entire community or neighborhood, or by a considerable number of persons, or which unlawfully obstructs the free passage or use, in the customary manner, of any stream, public park, square, street, alley, public easement or highway, is designated a public nuisance, and is no less a nuisance because the extent of the annoyance or damage inflicted is unequal. In addition, any violation of this Title that is continuous with respect to time is a public nuisance.

### **16.40.020 Nuisance prohibited**

It shall be unlawful for any person to cause, permit, maintain or allow the creation or maintenance of a nuisance as defined in this Chapter and Chapter 16.10.

### **16.40.030 Buildings and structures constituting a nuisance**

All buildings and structures are to be maintained so as not to pose a threat to the health and safety of any person or persons. The condition of a building or structure that meets any one (1) or more of the following conditions is considered a public nuisance, is a violation of this Chapter, and subjects the building or structure to abatement as provided in Section 16.50.100 of this Title, including demolition as provided in Section 16.50.100 (F):

- A. The building or structure is vacant and unsecured, regardless whether the building or structure is surrounded in whole or in part by a fence or wall or not.
- B. The building or structure lacks safe and adequate means of exit in case of fire or panic.
- C. The stress in any materials, member or portion thereof, due to all dead and live loads is more than one and one-half (1 ½) times the working stress or stresses allowed in the building code for new buildings of similar structure, purpose or location.

- D. The building, structure or any portion thereof has been damaged by fire, earthquake, wind, flood or any other cause, to such an extent that the structural strength or stability thereof is materially less than it was before the damage and is less than the minimum requirements of the building code for new buildings of similar structure, purpose or location.
- E. The building or structure has been so damaged by fire, wind, earthquake or flood, or has become so dilapidated or deteriorated as to become an attractive nuisance to children or a harbor for trespassers or persons committing unlawful acts.
- F. The building, structure, or any portion or member or appurtenance thereof is likely to fail, or to become detached or dislodged, or to partially or completely collapse and thereby injure person's or damage property.
- G. Any portion of a building or structure, or any member, appurtenance or ornamentation on the exterior thereof is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting a wind pressure of one-half (  $\frac{1}{2}$  ) of that specified in the building code for new buildings of similar structure, purpose or location without exceeding the working stresses permitted in the building code for such buildings.
- H. Any portion of a building or structure that has wracked, warped, buckled or settled to such an extent that walls or other structural portions have materially less resistance to winds or earthquakes than is required in the case of similar new construction.
- I. The walls or other vertical structural members of the building or structure list, lean or buckle to such an extent that a plumb line passing through the center of gravity falls outside of the middle third of its base.
- J. The building or structure, excluding the foundation, has thirty-three (33) percent or more damage or deterioration to the supporting member or members or structural assembly, or fifty (50) percent damage or deterioration to the non-supporting members, enclosing or outside walls or coverings.
- K. The building or structure is infested by rodents, insects or other noxious pests, rendering it uninhabitable.
- L. The building or structure exhibits conditions that present actual or imminent hazards or dangers or is otherwise unsafe for the purpose for which it is being used.
- M. The building or structure, whether erected in accordance with any applicable laws or not, has any non-supporting part, member or portion less than fifty (50) percent, or in any supporting part, member or portion less than sixty-six (66) percent of the following:
  - 1. Strength,
  - 2. Fire-resisting qualities or characteristics, or
  - 3. Weather-resisting qualities or characteristics required by law in the case of a newly constructed building of like area, height and occupancy in the same location.

- N. A dwelling is unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.
- O. The building or structure, because of obsolescence, dilapidated condition, damage, lack of sufficient fire-resistive construction, faulty electric wiring, gas connections or heating apparatus, or other cause.
- P. The building or structure has been found upon reinspection, to be vacant and unsecured, and either
  1. The code official has issued at least one (1) previous abatement order to secure within the preceding twelve (12) months, or more than three (3) abatement orders to secure over any timeframe; or
  2. The code official has secured the building or structure on at least one (1) previous occasion within the preceding twelve (12) months, or more than three (3) times over any timeframe.
- Q. A building or structure or portion thereof remains for any period of time on a site after the demolition or destruction of the building or structure, or normal construction of an unfinished or incomplete building or structure has ceased for a period of more than twelve (12) months.
- R. Slum property.

#### **16.40.040 Other conditions constituting a nuisance**

Except as otherwise permitted by law, each of the following conditions is declared to be a nuisance:

- A. Abandoned property and/or structure.
- B. Maintenance of premises, including buildings, so out of harmony or conformity with the maintenance standards of adjacent properties as to cause an attractive nuisance, blight, complaints and substantial diminution of the enjoyment, use or property values of such adjacent properties.
- C. A building, premises or land regularly used in the commission of a crime.
- D. Animal waste that is not securely protected from insects and the elements, or that is kept or handled in violation of the Town Code or the county; provided, that nothing in this subsection shall be deemed to prohibit the normal use of such animal manure for fertilizing lawns or gardens.
- E. Making, causing or permitting to be made any vibration or artificial illumination of such intensity as to interfere substantially and unnecessarily with the use and enjoyment of any public or private property, or as to constitute a hazard or threat to the public health, safety and welfare of the people of the Town. Nothing herein shall be construed so as to prohibit or cause removal of any lighting system that has been approved and installed in accordance with the Town Code or the Arizona Department of Transportation, or which has been approved and installed in accordance with the sign, subdivision or zoning codes of the Town, or where the person responsible for such artificial illumination is utilizing the same at any exhibition, performance, amusement attraction or event authorized or sponsored by the Town. Outdoor lighting shall comply with zoning requirements outlined in Chapter 18.125 Huachuca City Municipal Code.

- F. Willfully or negligently permitting or causing the escape or flow of water into the public right-of-way in such quantity, in the opinion of the Town, as to cause flooding, to impede vehicular or pedestrian traffic, to create a hazardous condition for such traffic, or to cause damage to the public streets or alleys of the Town through the failure or neglect to properly operate or maintain any water facility or device, including, but not limited to, swimming pools, architectural pools, spas, sprinklers, hoses, pipes, ditches, standpipes, berms, valves and gates.
- G. Any commercial or industrial type equipment, to include the following: tractors, backhoes, bulldozers, trenchers, cranes or other similar equipment parked in an area visible to the public for more than 48 hours in any residential district except when the equipment is being used for construction purposes on the site.
- H. Any putrid, unsound or unwholesome bones, meat, hides, skins, or the whole or any part of any dead animal, butcher's trimmings and offal, or any waste vegetable or animal matter in any quantity, garbage, human excreta, sewage or other offensive substances; provided, that nothing contained in this subsection shall prevent the temporary retention of waste in receptacles in the manner approved by the Cochise County health officer or the Town Code.
- I. A dumping ground or other land or building for depositing litter or debris.
- J. Exterior areas used or maintained as junkyards, except any automobile wrecking yard or other junkyards where the use is allowed by the Town zoning regulations.
- K. The erection, continuance or use of any building, room or other place in the Town that, by noxious exhalations or other airborne irritations, including but not limited to smoke, soot, dust, fumes or other gases, offensive odors or other annoyances, is discomforting or offensive or detrimental to the health of individuals or of the public. Refer to definition of smoke outlined in Chapter 16.10 of this Title.
- L. Burning or disposal or refuse, sawdust or other material in such a manner as to cause or permit ashes, sawdust, soot or cinders to be cast upon land or buildings, the sidewalk, streets, alleys, or highways of the Town, or to cause or permit the smoke, ashes, soot or gasses arising from such burning which is discomforting or offensive to a reasonable person of normal sensitivity, or to constitute a potential hazard to public health, safety and welfare; provided, that this subsection shall not apply where the person responsible for the action has properly obtained a fire permit from the Fire Department.
- M. Allowing fumes and residue from spraying applications to enter the property of another without permission.
- N. To leave or permit to remain in an unsecured location outside on any property, or within any unoccupied or abandoned building, dwelling or other structure or in a place accessible to children, any abandoned, unattended or discarded ice box, refrigerator, washer, dryer or other container that has an airtight door or lid, snap lock or other locking device that may not be released from the inside, without first removing such door or lid, snap lock or other locking device from such ice box, refrigerator or container.
- O. An unsecured or abandoned excavation, pit, well or other holes.
- P. Maintaining any privy, vault, cesspool, septic system, sump, pit, accumulated water or like place or thing which is not securely protected from insects or rodents or which is foul, malodorous, or detrimental to the health of the public.
- Q. Any swimming pool, architectural pool or spa that creates a health hazard, is unsecured, harbors insect infestation or presents a deteriorated appearance.

- R. The use, on public or private property, of any form of motor vehicle, motorcycle, mini-bike, dune buggy, motor scooter or other recreational vehicle or conveyance which produces offensive noise or airborne dust sufficient to cause discomfort or annoyance to a reasonable person of normal sensitivity.
- S. Any material growing within or along a public or private right-of-way, alley, access drive, fire lane or utility easement, which by reason of its size, manner of growth or location, constitutes an obstruction, impairs visibility or otherwise endangers any person, improvement or structure.
- T. Plant growth or any other condition that constitutes a fire hazard or encourages infestation of noxious pests.
- U. Any sign, cornice, parapet wall, mechanical screen or fence which has become deteriorated or so unstable that it constitutes a hazard to passers-by.
- V. Any material, structure, fabrication or vehicle placed on, in or near any public or private right-of-way, alley, sidewalk, access drive, fire lane or easement which prevents the free and unimpeded use thereof shall be considered a public nuisance.
- W. Graffiti.
- X. Excessive heat extending beyond property lines.

## **CHAPTER 16.45 ADDITIONAL VIOLATIONS**

### **16.45.010 Additional violations**

- A. No person shall create, maintain or permit a public nuisance as defined in Chapter 16.10 and enumerated in Chapter 16.40 of this Title.
- B. No person shall create, maintain, permit or assist any violation of this Title, or fail to perform any act or duty required by this Title.
- C. No person shall interfere or attempt to interfere with a Town Official investigating or abating a violation of this Title.
- D. No person shall knowingly make a false statement or knowingly mislead a Town Official investigating or abating a violation of this Title.

### **16.45.020 Each day a separate violation**

Each day any violation of any provision of this Title or the failure to perform any act or duty required by this Title continues shall constitute a separate offense upon being cited.

## **CHAPTER 16.50 ADMINISTRATION, ENFORCEMENT AND APPEALS**

### **16.50.010 Authority to enforce**

- A. The code official, as defined in Chapter 16.10 may enforce the provisions of this Title by any one (1) or more lawful means, including but not limited to, voluntary compliance, administrative and civil consent orders, civil enforcement, including injunctive action, criminal enforcement, abatement by administrative procedure, emergency abatement and designation of slum property. The Town may also require restitution. One (1) type of enforcement neither limits nor precludes the Town from pursuing any other type of enforcement.**
- B. The code official is authorized to make safe any structure, in whole or part, which in the opinion of the code official, is an imminent threat to the health or safety of any person or persons due to the conditions of such structure. Such work shall be limited to the minimum work necessary to remove the hazard or secure the hazard through boarding or fencing.**
- C. When vegetation extends into a street, alley, or public right-of-way in such a manner that it interferes with the free and safe use of the street, alley, or right-of-way, the Town may immediately trim and cut such vegetation as necessary to remove such interference without notice to the property owner and without following the abatement procedures set forth in this code. In addition, the Town may immediately remove any structure or sign from any street or public place. Costs of such removal may be billed to the property owner for reimbursement.**
- D. No person shall obstruct, impede or interfere with any officer, employee, contractor or authorized representative of the Town who is lawfully engaged in the enforcement or execution of the provisions of this Title.**
- E. A violation of this Title is in addition to any other violation of the Huachuca City Municipal Code. The authority of the code official to enforce the provisions of this Title is independent of and in no way limits enforcement of any other violations of the Town Code or of State statutes.**

### **16.50.020 Presumptions**

- A. The owner of land, as recorded in the Cochise County Recorder's Office, is presumed to have control over the land and buildings and accessory improvements on the land. If more than one (1) person is recorded as the owner of land, all persons on record are presumed to have joint and several control over the land and buildings and accessory improvements on the land. The occupant residing or operating a business on land or in a building is presumed to have control over the building and land on which it is located. These presumptions shall not prevent the enforcement of this Title against persons other than record owners.**

- B. A sign or structure is presumed to be owned by and under the control of:
1. The person whose name, address, email address or phone number appears on it, and/or
  2. The person whose business, product or service appears on it, and/or
  3. The person whose business benefits by it, and/or
  4. The person who owns or controls the land upon which the sign or structure is placed, and/or
  5. The person installed or placed it.
- C. All presumptions are rebuttable.

### 16.50.030 Inspections

- A. **Right of entry.** The code official is authorized to make inspections of property to determine compliance with this Title; provided however, inspections for buildings not readily accessible to or readily visible to the public shall be conducted in conformance with A.R.S. 9-833. Except in a situation presenting an imminent hazard to life, health or public safety, building interiors and screened land shall be inspected during the normal business hours of the Town, unless otherwise arranged upon the owner's or occupants' consent, or any administrative or court order.
- B. **Correction of violations required.** If upon inspection, it is determined that violations of this Title or State law exist, the owner or responsible person shall be required to correct all violations within a reasonable amount of time. In the event the building, dwelling, or dwelling unit is unoccupied or becomes unoccupied, future occupancy will be prohibited until a compliance letter is issued by the Town.
- C. **Inspection fees.** Except as expressly provided in this Title or elsewhere in the Huachuca City Municipal Code, no fee shall be charged for an initial inspection to determine the existence of a violation of this Title. Any person who neglects, fails or refuses to correct the violation contained within a notice of violation issued pursuant to Section 16.50.060 may be assessed a re-inspection fee for inspections that occur after the compliance date specified in the notice, where such re-inspection demonstrates the failure to comply. The fee for these re-inspections shall be set by resolution or ordinance adopted by the mayor and council. Failure to pay re-inspection fees within fourteen (14) days of assessment is a violation of this section. Re-inspection fees may be collected in any manner as provided by law, including as a lien against the real property where the violation occurred.
- D. **Appeal of re-inspection fee.** A person may appeal the imposition of a re-inspection fee to the code official through an administrative conference in the manner provided in Section 16.50.110 (B). The administrative conference shall be the only administrative appeal of a re-inspection fee, and no appeal may be made to the Board of Adjustments.

#### 16.50.040 Warrants

- A. Issuance – Supporting affidavit.**
1. An inspection warrant for residential rental property may only be issued in accordance with state law.
  2. An inspection warrant for all other property may be issued upon a showing that the proposed inspection is reasonable and necessary.
  3. An abatement warrant may be issued to allow entry upon private property to abate specific conditions in accordance with an abatement order issued by the court.
- B. Refusal to permit inspection or abatement prohibited: penalty.** Any person who willfully refuses to permit an inspection or abatement lawfully authorized by warrant issued pursuant to this Chapter is guilty of a misdemeanor.
- C. Return.** An inspection or abatement warrant must be returned to the judge by whom it was issued within ten (10) working days from its date of execution.
- D. Execution of inspection or abatement warrants:**
1. **Occupied property.** In executing an inspection or abatement warrant, the person authorized to execute the warrant shall, before entry into the occupied premises, make a reasonable effort to present the person's credentials, authority and purpose to an occupant or person in possession of the property the warrant or a copy thereof upon request. A copy of the warrant shall be left with the occupant or the person in possession.
  2. **Unoccupied property.** In executing an inspection warrant or abatement warrant on unoccupied property, the person authorized to execute the warrant need not inform anyone of the person's authority and purpose, but may promptly enter the designated property if it is at the time unoccupied or not in the possession of any person or at the time reasonably believed to be in such condition. In such case, a copy of the inspection or abatement warrant shall be conspicuously posted on the property.

#### 16.50.050 Voluntary compliance

The code official may seek voluntary compliance with the provisions of this Title, proactively or reactively, through warnings, letters, notices to comply, compliance orders, or other means designed to achieve compliance in the most efficient and effective manner under the circumstances.

#### 16.50.060 Notice of violation

- A. Notification.** If the code official finds a violation of this Title, in the first instance, in any given twelve-month period, other than when the violation presents an imminent hazard to life, health or public safety under Section 16.50.100 (D), the code official may notify the owner or responsible person through the issuance of a notice of violation.

**B. Contents of notice.** A notice of violation issued pursuant to this Title shall include the following information:

1. The identification of the property in violation; street address, legal description or tax parcel identification of the property is sufficient identification of the property;
2. A statement of the violation(s) in sufficient detail to allow the owner, occupant or responsible person to identify and correct the violation(s);
3. A statement of the actions required to correct and abate the violation(s). The statement of required action shall direct the owner, occupant or responsible person to perform whatever action is reasonably necessary to correct the violation(s), including cleanup, extermination, repair, rehabilitation, vacation of the building or structure, compliance with Chapter 16.35, and/or demolition;
  - a. If the action required is a repair, the notice shall direct that all required permits be secured for the repair, and that the repair work shall be commenced and completed within a such time, not to exceed sixty (60) days, as the code official determines is reasonable under the circumstances;
  - b. If the action required includes the vacation of a building or structure, the notice shall direct that the building or structure be vacated within a certain time as the code official determines is reasonable under the circumstances;
  - c. If the action required includes demolition and removal of a building or structure, the notice shall direct that the building or structure be vacated within a certain time as the code official determines is reasonable under the circumstances; that all permits required for the demolition be secured within sixty (60) days from the date of the notice; and that the demolition and removal be completed within a certain time as the code official determines is reasonable under the circumstances;
  - d. If the action required is the abatement of a hazardous excavation, the notice shall direct any or all the following actions be completed within a certain time as determined to be reasonable by the code official;
    - i. Securing the excavation by surrounding either the excavation or the property with a fence or other enclosure that is at least five (5) feet in height at all points;
    - ii. Securing the excavation by completely covering the excavation in a manner that prevents any access to the excavation and eliminates any hazard or attractive nuisance;
    - iii. Completely filling the excavation with clean fill.
4. The stated compliance date shall be a reasonable time period as determined by the code official.
5. The name and phone number of the code official;
6. The criminal or civil penalties for failing to correct the violation;
7. A statement describing the Town's authority to abate the violation(s) should the owner or responsible person not correct the violation(s) within the time specified in the notice, and to assess a lien against the property for the costs of abatement; and

8. A statement advising that any person having legal interest in the property may appeal from the notice in the manner specified in this Title; and that failure to appeal will constitute a waiver of all rights to an administrative determination and hearing of the matter.
- C. **Cost to abate.** In order for the Town to assess the property for the costs of abatement as provided in Section 16.50.100B, the notice shall be given not less than thirty (30) days before the day set for compliance and shall include the estimated cost of such abatement to the Town if the owner or responsible person does not comply.
- D. **Service of notice.** The notice shall be served upon the record owner and/or the responsible person in the manner describe in subsection (E) of this section. In addition, the notice shall be served on the holder of any legal interest in the property, if known to the code official, and in cases involving an order to vacate, upon any lawful tenant. Any failure to serve any person holding legal interest in the property shall not invalidate any proceedings as to any other person duly served and shall not relieve any such person from any obligation imposed by this Title.
- E. **Method of service.** Notices given under this Title shall be deemed effective:
1. On the date when written notice is hand delivered or on the date when written notice is mailed by first class mail, addressed to the property owner or responsible person, except any notice that includes an order to vacate or an order to abate by demolition. Any notice served by first class mail shall be mailed to the last known address of the owner, the owner's authorized agent or the owner's statutory agent and to the address to which the tax bill for the property was last mailed.
  2. On the date when written notice is hand delivered or mailed by certified mail return receipt requested, addressed to the property owner or responsible person for any order to vacate or abate by demolition.
  3. Upon notification through one-time public notice published in a newspaper of general circulation and by posting on the property for a period of thirty (30) days, if personal service or mailed service is not practicable.
- F. **Additional notice; notice not required.** Nothing herein shall preclude the Town from giving additional verbal or written notice at its discretion, but it is not obligated to notify the same person as to a second (or additional) violation(s) which has been the subject of a notice to comply within the previous twelve-month period. If the Town does elect to give any additional notice in any instance, it shall not thereby become obligated to give such additional notice thereafter in the same or other situations.

- G. Recording a violation.** If there is not compliance with a notice of violation within the time specified in the notice, and no appeal has been properly and timely filed, the code official may record a notice of violation with the office of the Cochise County Recorder. A recorded notice of violation shall describe the property and the violations and shall certify that the owner has been notified. A recorded notice of violation shall run with the land and shall constitute notice, for all purposes of this Title, to all persons or entities thereafter acquiring an interest in the property. Whenever the required corrections ordered thereafter have been completed or the building demolished so that the violations described in the notice have been abated, the code official shall file a new certificate with the Cochise County Recorder certifying that all required corrections have been made and that the property is no longer in violation of this Title. Failure to record a notice of violation shall not affect the validity of the notice as to persons who receive the notice.
- H. Civil or criminal violation proceedings.** Unless otherwise specifically provided, nothing in this section shall require the issuance of a notice of violation prior to the commencement of civil or criminal violation proceedings.

#### **16.50.070 Transfer of property after notice**

- A. Responsibility upon transfer of property.** The transfer of any and all property interests in any manner, including but not limited to the sale, trade, lease, gift or assignment of any real property, against which a notice of violation has been issued shall not relieve the party(s) served with a notice unless the legal entity assuming an ownership interest in such property, in writing, assumes responsibility for compliance with the notice of violation and a copy of such writing is presented to the code official.
- B. Fraudulent transfer as a misdemeanor.** Any person who has been served with a notice of violation and who then transfers an ownership interest in the real property against which the notice has been served is guilty of a misdemeanor if the transfer is made without first obtaining a written acceptance of liability from the new owner for the items listed in the notice.

#### **16.50.80 Administrative consent orders, civil and criminal complaints**

- A. Administrative consent orders.** The Town may enter into a written administrative consent order, signed by the Town Manager or code official, with a person accused of violating this Title. The administrative consent order may be enforced as a contract is enforced or by any other lawful means.
- B. Civil complaints.** The Town Manager or designee, building official, code official, Town attorney and Huachuca City police officers may bring civil complaints under this Title.
1. The complaint shall include a written description and statutory designation of the violation(s).
  2. The Town shall attempt to hand deliver the civil citation to the person accused of violating this Title. If the Town is unable to hand deliver the civil citation, the Town may serve it by certified or registered mail, return receipt requested, or by any means allowed by the Arizona Rules of Civil procedure. If the Town sends a citation via certified or registered mail, an additional copy must also be sent by regular mail.

3. The citation is deemed served on the date it is hand delivered or, if mailed, on the date it is deposited in the United States Mail.
- C. Civil complaints court appearance or failure to appear.**
1. On or before the date specified in the complaint, the defendant shall appear in Municipal Court in person or through an attorney. The defendant shall admit or deny the allegations in the complaint. If the defendant admits the allegations, the court shall enter judgement against the defendant, impose the civil penalties set forth in Section 16.50.090 of this Chapter, require restitution and require the defendant to correct the violation(s). If the defendant denies the allegations, the court shall set the matter for hearing.
  2. If a defendant service with a complaint fails to appear on or before the date specified in the complaint, the court shall enter judgement against the defendant and impose the civil penalties set forth in Section 16.50.090 of this Chapter, require restitution and require the defendant to correct the violation(s).
- D. Criminal complaints.** A Huachuca City police officer, or the Town attorney may bring criminal complaints under this Title.

### 16.50.090 Violations and penalties

Unless a penalty, remedy or sanction is otherwise specified in this Title, the penalty for a violation of this Title shall be as follows:

- A. The remedies herein are cumulative, and the Town may proceed under one (1) or more such remedies.
- B. Violations of this Title may be prosecuted pursuant to the provisions of this Section.
- C. Each day any violation of any provision of this Title or the failure to perform any act or duty required by this Title exists shall constitute a separate violation or offense.
- D. In addition to the various removal, abatement and cost recovery provisions contained throughout this Title, as well as any other remedies allowed at law, citations for civil and criminal violations of this Title may be filed in the Huachuca City Magistrate Court by the Police Department or the Town Attorney against any owner or responsible person who commits, causes, permits, facilitates or aids or abets any violation of any provision of this Title or who fails to perform any act or duty required by this Title.
- E. Penalties for Title 16 violations may be civil or criminal.
  1. If the violation(s) concerns property used for residential purposes, the fine for a defendant's first citation under this Title shall be fifty dollars (\$50) per violation. The fine for a defendant's second violation under this Title shall be one hundred dollars (\$100) per violation. A defendant's third and subsequent violations under this Title over any timeframe after the second violation shall be classified as a criminal class 1 misdemeanor, punishable as determined by the court, not to exceed \$2,500 fine, six months in jail and three years' probation.

2. If the violation(s) concerns property used for non-residential purposes, the fine for a defendant's first citation under this Title shall be two hundred fifty dollars (\$250) per violation. The fine for a defendant's second violation under this Title shall be five hundred dollars (\$500) per violation. A defendant's third and subsequent violations under this Title over any timeframe after the second violation shall be classified as a criminal class 1 misdemeanor, punishable as determined by the court, not to exceed \$2,500 fine, six months in jail and three years' probation.
- F. In addition to the penalties of Subsection E above, the court shall impose restitution as part of its sentence, to compensate the Town for its costs to enforce this Title and bring a building or land into compliance with this Title. Restitution shall include all costs of abatement, including inspection fees, and prosecution of the case.
  - G. Any continuing violation of this Title constitutes a public nuisance that may be abated by the Town. Imposition of a fine or penalty assessment shall not relieve the owner or responsible person of the responsibility of abatement of the violation(s) or excuse him/her from liability for any and all costs incurred by the Town for abatement.
  - H. In addition to any other abatement procedure provided in this Title, the Town attorney or prosecutor may petition the municipal court for an order permitting the Town to abate any condition that constitutes a violation of this Title. The court shall conduct an informal hearing after written notice, served by personal service or certified mail, to the owner as recorded in the office of the Cochise County Recorder, and any responsible person. The rules of evidence shall not apply to the informal hearing. Each party shall have an opportunity to be heard and present evidence at the hearing. Any failure to appear after notice of the hearing may be deemed a waiver by that party to submit evidence or to be heard. The court's determination on whether a condition or violation of this Title exists shall be based on a preponderance of the evidence. Upon finding that abatement is appropriate the court may order the Town to take any action reasonably necessary to abate the condition that constitutes a violation. The reasonable costs of any abatement permitted by the court order are the responsibility of the owner and may be collected as provided by law.

#### **16.50.100 Abatement**

##### **A. Court ordered abatement.**

1. Upon finding a person guilty or responsible for a violation of any provision of this Title, the court shall order such person to perform whatever action is reasonably necessary to correct and abate the violations, including cleanup, board-up, extermination, repair, rehabilitation, vacation of the building or structure, permanently securing or filling the excavation and/or demolition. If more than one (1) person is guilty or responsible for a violation, such persons shall be jointly and severally responsible for completing the abatement.

2. When the court orders abatement pursuant to this Section, the court shall advise a violator that additional fines will be imposed for failure to abate a violation, and that the Town may bring criminal charges for failure to obey an order to abate a violation.

**B. Abatement by the Town**

1. In addition to ordering abatement of a violation as provided in Subsection A above, upon finding a person guilty or responsible for a violation of any provision of this Title, the court may issue an order authorizing the Town to perform whatever action is reasonably necessary to correct and abate the violation, including cleanup, board-up, extermination, repair, rehabilitation, vacation of the building or structure, disconnection of utilities, permanently securing or filling an excavation, and/or demolition. Town personnel can perform the abatement work or hire appropriate persons or companies to perform such work.
  - a. The reasonable costs of any such abatement shall be the responsibility of the person found guilty or responsible of the violation. If more than one (1) person is guilty or responsible for a violation, such persons shall be jointly and severally responsible for the costs of the abatement.
  - b. The Town shall pay the cost and expense of such abatement from any appropriation made available for that purpose and shall prepare a statement of cost, plus five (5) percent incidental cost of abating the violation. The statement shall be mailed to the owner, the owner's statutory agent or other responsible party.
  - c. The statement of cost shall specify the date the payment is due to the Town.
  - d. If payment is not made by the date specified in the statement of cost, the Town shall place a lien on the land in the amount of the statement.
2. The Town may make the costs of an abatement an assessment on the property that is the subject of the violation where all the following are true:
  - a. The case was initiated by the service of a notice of violation pursuant to Section 16.50.60 of this Title;
  - b. The owner or responsible person failed to comply with such notice within the specified timeframe; and
  - c. The notice included the estimated cost of such abatement to the Town if the owner or responsible person did not comply.
3. Upon commencement of action on the property or after mailing the statement of account to the owner or responsible person, the Town shall assess the property for the cost of work performed, including actual costs of any additional inspection and other incidental connected costs, and for associated legal costs for abatement or injunction and may pursue any or all means for recovery of cost if the assessment is not paid. If the assessment is paid, the Town shall remove the assessment.
4. Prior assessment or assessments for the purposes provided for in this Title shall not be a bar to subsequent assessment or assessments and any number of liens or assessments on the same parcel may be enforced in the same action.

5. An assessment made pursuant to this section is prior and superior to all other liens, obligations, mortgages or other encumbrances, except liens for general taxes.
6. Any liens or assessments filed with the Cochise County Recorder pursuant to previous provisions of this chapter or any similar chapter shall remain in effect under the same terms and conditions that existed at the time of recording.
7. If the code official observes a violation(s) of Section 16.15.020 (A), (B), (C), (D) or Sections 16.15.030 (A), (B), (C), (D), (E) and serves a written notice of violation(s) pursuant to Chapter 16.50.060 and the violation(s) has not been completely abated within the timeframe specified, then the violation is presumed to constitute a health or fire hazard or a public nuisance. The Town may then go upon the property and abate the violation(s), assess the owner, occupant or responsible party the cost of the abatement, and record a lien on the land for assessment. Town personnel can perform the abatement work or hire appropriate persons or companies to perform such work.
  - a. Following abatement, the Town shall prepare a statement of the cost of abating the violation(s) of this Title, plus five (5) percent incidental cost of abating the violation.
  - b. The statement shall be mailed to the owner, the owner's statutory agent or other responsible party at the address used to service the notice of violation. If more than one (1) person is responsible for the violation(s), such persons shall be jointly and severally responsible for the payment of the costs or expenses of the abatement.
  - c. The payment may be in addition to any civil or criminal penalty imposed pursuant to this Town Code.
  - d. The statement shall set forth:
    - i. The statement of cost is an assessment upon the land from which the Town abated the violation(s).
    - ii. The payment of the statement of cost shall be made by the date specified in the statement of cost.
    - iii. If payment is not made by the date specified in the statement of cost, the Town shall place a lien on the land in the amount of the statement.
    - iv. The appeal procedures, if any.

**C. Temporary abatement.** If it is determined that a nuisance as provided in Section 16.40.030 is a hazard to the public safety and health, the code official may declare such building or structure a hazard. After notice is communicated to any owner of record or responsible person to secure the structure and the owner does not secure the building or structure to Town specifications, the hazard may be summarily abated by the Town through boarding. The Town may also post both the building, structure and exterior premises with signs to provide reasonable notice prohibiting entry (i.e., "No Trespassing" signs). Any and all charges and costs arising from the Town taken action to secure the structure shall be charged to the owner or responsible property. If unpaid, the charges and costs shall be a lien against the real property containing such structure.

**D. Emergency Abatement.** Notwithstanding any other provision of this Title if, in the opinion of the code official, the conditions at a property constitute an imminent hazard, the code official may order immediate abatement of the hazard without notice. Such abatement of the imminent hazard shall be limited to the minimum work necessary to remove the hazard and may include disconnection of utilities.

1. The Town shall pay the cost and expense of such abatement from any appropriation made available for that purpose.
2. A lien shall be recorded with the Cochise County Recorder's Office and shall address the same costs and procedures identified in Subsect (B) above Abatement by the Town.
3. Whenever the code office find that any building or structure contains an imminent hazard or health hazard, the code official may declare such building or structure unfit for human occupancy and order it to be vacated or to remain vacant. A structure declared unfit for human occupancy and ordered vacated or to remain vacant under the provisions of this Title shall not be leased, rented or occupied and the utilities cannot be reconnected until it has been inspected and deemed fit for occupancy by the Town. The Town shall reinspect, for the purpose of re-occupancy, within three (3) business days of the receipt of a written request by the owner.
4. Fire department suppression forces are responsible for emergency operations related to fire conditions. In any case involving fire conditions at a building or structure, fire suppression forces shall be responsible for fire suppression and structure control until such time as the fire is fully extinguished. After the fire conditions are fully extinguished, and after any necessary fire cause investigation, fire suppression forces shall transfer control and responsibility for the building or structure to the building official or other appropriate code official. After this transfer, all subsequent enforcement actions, such as securing the structure, restoring utilities, or ordering demolition, as well as all follow up actions such as cost recovery, shall be the responsibility of the building official or code official. After the transfer of responsibility fire cause investigators shall retain authority over and responsibility for investigation of the fire causation.

**E. Structures posted as dangerous.** Whenever the code official has determined that a building or structure is unfit for occupancy and orders the building or structure to be vacated, the code official shall post a written notice at or upon each exit of the building or structure. The notice shall be in substantially the following form:

**DO NOT ENTER. UNSAFE TO OCCUPY**

It is unlawful to occupy this building or structure, or to remove or deface this notice.

**F. Abatement by demolition.** Abatement by demolition shall be ordered only where repair of the structure is unreasonable or impracticable, and demolition and removal of a structure or building is necessary to correct and abate a violation. Any action involving the demolition of a building or structure shall be commenced by issuing a notice of violation to the Owner and any responsible person in accordance with the provisions of Section 16.50.060.

## 16.50.110 Administrative appeal

- A. Availability of administrative appeal.** The provisions of this Section, which permit administrative review of a notice of violation, only apply to: 1) Violations of Chapter 16.20 Building Maintenance Standards; 2) Violations of Chapter 16.25 Unsafe Structures and Equipment; 3) Designations of slum properties pursuant to Chapter 13.35; 4) Imposition of a re-inspection fee for the failure to comply with a notice of violation; 5) Violations of this Title wherein the Town seeks the recovery of costs through the imposition of an assessment as provided in Sections 16.50.100(B). No administrative appeal is available in a case involving a pending or adjudicated court proceeding.
- B. Administrative conference.** An appeal shall be made to the code official in the following manner:
1. The applicant shall file a written appeal on the form provided by the code official and accompanied by a non-refundable fee, as determined by separate ordinance, within ten (10) days after the date of service of the notice.
  2. The appeal will be heard by the code official within ten (10) days at a regular, specified time.
  3. The code official may use a hearing committee consisting of such staff as the code official deems appropriate or other technical persons to advise the code official on an administrative appeal.
  4. The applicant shall provide adequate information to fully describe the conditions in question.
  5. The applicant may, but is not required to, meet personally with the code official.
  6. If the code official denies an appeal made under this section, the applicant must comply with the decision of the code official or may appeal to the Board of Adjustment according to sub-section D below.
  7. Failure to file an appeal in accordance with the provisions of this Section constitutes a waiver of the right to an administrative conference. Additionally, any person who appeals directly to the Board of Adjustment, pursuant to sub-section D below waives the right to an administrative conference.
- C. Modifications.** The code official may grant a minor variance to the provisions specified in this Title when there exists an unusual or unreasonable hardship resulting from a literal interpretation of this chapter. The code official shall first find that a special individual hardship makes the strict application of this chapter impractical, and the variance is in conformity with the intent and purpose of this Title, and that the variance does not lessen health, life safety and fire safety requirements or any degree of structural integrity. The details of actions granting variances shall be recorded and maintained by the code official.
- D. Appeals to the board of adjustment.**
1. An owner or responsible person who is not or was not a party to a pending or adjudicated court proceeding involving a request for court ordered abatement of the violation (hereinafter, the appellant) may appeal a notice of violation or slum designation to the board of adjustment (hereinafter, the board), when it is claimed that:

- a. Substantive errors exist in the notice of violation or the slum designation.
  - b. The method or schedule for correcting the violation as set forth in the notice of violation or the slum designation is unreasonable or arbitrary.
2. An owner or responsible person whose relationship with the property existed at the time of the recording of an assessment, and who is not or was not a party to a court proceeding which has established or may establish the amount of an assessment, may appeal the amount of the assessment for abatement to the board.
3. The appellant shall prepare the appeal in a written application as follows:
  - a. The appellant shall file a written appeal on the forms provided by the code official and accompanied by a non-refundable fee, as determined by separate ordinance.
  - b. The appellant shall provide adequate information to fully describe the conditions in question.
  - c. The application for appeal shall contain each appellant's signature and mailing address to which the decision of the board may be mailed.
  - d. The appellant shall provide a brief statement describing the legal interest of each of the appellants in the property involved in the proceeding.
  - e. The appellant shall verify by declaration under penalty of perjury the truth of the matters stated in the application
  - f. The appeal shall be filed within thirty (30) days from the date of the service of the notice of violation or notice of designation as a slum property; provided, however, that if the building or structure is in such condition as to make it an imminent hazard and is posted and vacated in accordance with Section 16.50.100 (D) of this Title, an appeal shall be filed within ten (10) days from the date of the service of such notice.
4. Except for vacation orders made pursuant to Section 16.50.100 (D), the timely filing of an appeal shall act as an automatic stay of enforcement of the notice of violation until the appeal is finally determined by the board. The filing of an appeal does not stay enforcement of any notice or order, or any provision thereof, where the notice or order includes an order to vacate.
5. As soon as practicable after receiving the written appeal, the board shall fix a date, time and place for the hearing of the appeal. Such date shall not be less than ten (10) days nor more than sixty (60) days from the date the appeal was filed. Written notice of the time and place of the hearing shall be given at least ten (10) days prior to the date of the hearing to each appellant, either by causing a copy of the notice to be delivered personally or by mailing a copy thereof, postage prepaid, addressed to the appellant at the address shown on the appeal application.
6. Failure of any person to file an appeal in accordance with the provisions of this section shall constitute a waiver of the right to an administrative hearing of the appeal and adjudication of the notice of violation or notice of designation as a slum, and such person shall be stopped to deny the validity of any order or action of the Town which could have been timely appealed.

7. The board shall decide any appeal immediately after the hearing, or within a reasonable time thereafter, but in no event shall the board keep an appeal under consideration for more than five (5) days after the hearing. The board shall render its decision in writing, and the decision of the board shall be filed with the Town Clerk, with a copy to the appellant or applicant.
8. The decision of the board is final. No further appeal is available to Town or County boards or officials. In cases involving the designation of a property as a slum, persons aggrieved by decisions of the board may appeal the decision pursuant to A.R.S. Tit. 12, Ch. 7 Art.6 or pursuant to successor provisions relating to judicial review of administrative decisions. In all other cases, persons aggrieved by decisions of the board may apply to superior court for relief in accordance with the Arizona Rules of Procedure for Special Actions. In the absence of a court order, the filing of an appeal or special action will not stay the enforcement.

**E. Powers, duties and responsibilities of the board.**

1. **Appeals.** On an appeal, the board may affirm, reverse or modify the notice of violation or notice of designation of a slum. In the event that the board modifies the notice, the following limitations and procedures shall apply:
  - a. If the appeal is taken on the grounds that the amount of time for correction of the violation given in the notice of violation is unreasonable, upon a showing by the appellant that the time is unreasonable, and upon a satisfactory showing by the appellant that there is a reasonable probability that the appellant will be able to correct the violation by the granting of additional time, the board may grant up to an additional ninety (90) days to correct the violation. The board may permit Town staff to grant additional time of up to ninety (90) days if during the initial time extension, the appellant has substantially complied with any plan or timetable approved by the board.
  - b. If the appeal is taken on the grounds that the method to correct the violation as specified in the notice of violation is unreasonable, the board may approve an alternate method of correction as long as the purposes of this Title are fulfilled.
  - c. In the event the appeal is taken on the grounds that the cost of the abatement is unreasonable, the board may affirm, modify or reverse the lien or assessment amounts resulting from the abatement for good cause shown.
  - d. If the appeal is taken on the grounds that an order to vacate is unreasonable or arbitrary, the board may affirm, reverse or modify the order to vacate.
2. **Adoption of rules.** The board may adopt rules necessary to carry out the duties and responsibilities imposed upon it by this section. Such rules shall not be inconsistent with the provisions of this Title or the Charter or Code of the Town of Huachuca City.

## **CHAPTER 16.55 LIABILITY, CONFLICTS, SEVERABILITY**

### **16.55.010 Liability**

- A. The board, manager, code official, or any employee charged with the enforcement of this Title, acting in good faith and without malice for the Town in the discharge of the duties required by this Title or other pertinent law or ordinance, shall not be personally liable for damages that may accrue to the persons or property as a result of an act or by reason of an act or omission in the discharge of such duties. A suit brought against said board, manager, code official or employee because of such act or omission performed in the enforcement of any provisions of this Title or other pertinent laws or ordinances shall be defended by the Town until the final termination of the proceedings, and any judgement resulting therefrom shall be assumed by the Town.
- B. This Title does not relieve from or lessen the responsibility of any person owning, operating or controlling any property, premises, building or structure for any damages to persons or property caused by defects, nor shall the Town be held as assuming any such liability by reason of the inspections authorized by this Title.

### **16.55.020 Conflict of ordinances**

- A. In any case where a provision of this Title is found to be in conflict with a provision of any zoning, building, housing, fire, safety or health ordinance or code of the Town existing on the effective date of this Title, the provision/s which establishes the higher standard for the protection and preservation of public health and safety shall control.
- B. In cases where two (2) or more provisions of this Title should conflict, the most stringent or restrictive shall prevail.
- C. This Title is not intended to repeal, abrogate, annul or in any way impair or interfere with existing provisions of other laws or ordinances, except those specifically repealed by this Title.

### **16.55.030 Severability**

If a provision of this Title or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this Title that can be given effect without the invalid provision or application, and to this end the provisions of this Title are severable.

## CHAPTER 16.60 FORECLOSURE/VACANT PROPERTY REGISTRY

### 16.60.010 Purpose and Intent

It is the purpose and intent of this Chapter to establish a registration program to identify and regulate foreclosures and vacant properties with the Town. Furthermore, the intent of the registration program is to provide a mechanism to protect and preserve neighborhoods and the commercial district within the Town from becoming unsightly and blighted due to the lack of adequate maintenance of foreclosures and vacant properties.

### 16.60.020 Definitions

For the purpose of this chapter, the following definitions shall apply:

**Foreclosure(s):** Any property that is vacant and meets one or more of the following criteria:

1. Is under a current notice of default with any foreclosing entity and/or notice of trustee's sale;
2. Is subject to a current foreclosure action;
3. A finding of foreclosure has been issued relative to the property;
4. Has been the subject of a foreclosure where the title was retained by the beneficiary of a deed of trust involved in the foreclosure;
5. Is owned by a foreclosing entity; or
6. Has been transferred via a deed in lieu of foreclosure.

**Foreclosing entity:** An entity holding a note secured by a mortgage, an entity holding a lien recorded with Cochise County Recorder's office, a non-government entity that holds an interest in delinquent property taxes, an entity that takes property via a deed in lieu of foreclosure, an entity that has purchased a property from a sheriff's sale, a government entity that accepts property as a result of a government insured mortgage or loan.

**Owner:** Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

**Property:** Any unimproved or improved real property or portion thereof, situated in the Town including any house, manufactured home, mobile home, building or other structure that may be located on the property regardless of condition.

**Vacant:** Any property, building, manufactured home, mobile home or structure, or any part thereof that are not presently occupied by persons lawfully entitle thereto. It does not include any property, building, manufactured home, mobile home or structure that is unoccupied by reason of the temporary absence of lawful occupants who intend to return and resume occupancy, provided such absence does not exceed four (4) months within a year.

### 16.60.030 Applicability

The provisions of this Chapter shall apply to all property within the Town, to include all residential and commercial property. The requirements and penalties in this Chapter are in addition to and shall not be considered in conflict with any and all other requirements of this Title and the Huachuca City Municipal Code. Nothing within this Chapter shall be construed to limit the foreclosing entity or the owner of vacant property to comply with and adhere to any and all building, housing, health, code enforcement and zoning ordinances or any other local, state and federal laws.

### 16.60.040 Authority to implement

By means of contract, the Town may assign and delegate to another person or entity the authority and responsibility to effect, collect and maintain registrations and registration fees authorized under this chapter.

### 16.60.050 Registration requirements

- A. **Foreclosure property.** Any foreclosing entity that files a foreclosure action, accepts a deed in lieu of foreclosure, buys real property at a sheriff sale, or accepts property as a result of a government insured mortgage or loan shall, within fifteen (15) days after property becoming vacant, register the foreclosure property on forms to be provided by the Town. In connection with that registration, the foreclosing entity shall also designate a property manager to inspect, maintain and secure the property. The designated property manager must be located within Arizona, and must be:
  1. A duly licensed property management company or property preservation company;
  2. A department or section of a foreclosing entity that is devoted to property management or preservation; or
  3. A service provider specifically employed by a mortgagee to provide property management or preservation within the Town.
- B. **Vacant property.** Any owner of vacant property, whether residential or commercial, shall, within fifteen (15) days after property becomes vacant, register the vacant property on forms to be provided by the Town. In connection with that registration, if the owner does not reside within Arizona, the owner shall also designate a local property manager or agent who would be responsible to inspect, maintain and secure the property.
- C. **Each property registered separately.** Each property having a separate Parcel Identification Number, as designated in the official records of the Cochise County Assessor office, shall be registered separately on forms provided by the Town.
- D. **Required information.** It is the responsibility of the foreclosing entity or the owner of vacant property making the initial application for registration, and any subsequent applications for registration, to provide the following required information:

- A. The direct name, mailing address, and telephone number of the foreclosing entity or owner of the vacant property;
  - B. The name, address, telephone number and email address of an authorized agent for the foreclosing entity of the vacant property to receive notices of code violations, to receive process in any court and to receive notice of enforcement proceedings in connection with the enforcement of this Title;
  - C. The name, address, email address and a twenty-four (24) hour contact telephone number of the local property manager or designated agent responsible for the security and maintenance of the property.
  - D. The period-of-time the vacant building is expected to remain vacant and a plan and timetable for returning the building to appropriate occupancy or use and/or for demolition of the building.
- E. Registration renewal.** The registration of the property shall remain valid for twelve (12) months. Upon the expiration of the registration period, the foreclosing entity or the owner of vacant property shall complete another application to renew the registration of the property and pay an additional registration fee. The property registration requirement shall remain until the property is legally occupied; the foreclosure action has been dismissed; the property is purchased, and the deed transferred into the new owner's name.
- F. Change in registration information.** Any person, firm, partnership, co-partnership, association, fiduciary, beneficiary, lender, corporation or any legal entity that has registered under this Chapter must report any change in registration information required by this Chapter, within ten (10) days of the change.
- G. Orders requiring registration.** If a foreclosure or vacant property is identified and found not to be registered with the Town as required by this Chapter, orders will be issued requiring the property is registered.
- H. Posting contact information.** Property shall be posted with the name and contact phone number of the foreclosing entity, owner or designated property manager. The posting shall be no less than eight and one-half inches by eleven inches and shall contain, along with the name and contact number, the words "THIS PROPERTY IS MANAGED BY" and "TO REPORT PROBLEMS OR CONCERNS CALL" or substantially similar wording. The posting shall be placed in a window adjacent to the entry door or attached to the exterior of the entry door. Exterior postings must be made of weather-resistant materials.
- I. Existing vacant buildings.** Buildings or structures that are vacant property at the time of the adoption of these provisions must register within thirty (30) days of the date these provisions take effect.

#### **16.60.060 Fees**

Registration fees shall be set by the Town Council by resolution from time to time.

- A. All registration fees shall be paid as specified by the established fee schedule for each property subject to the provisions of this Chapter. Fees are non-refundable and shall not be prorated.
- B. In the case where the foreclosing entity or owner of vacant property has failed to register, there shall be assessed any added cost incurred by the Town in having to determine ownership, which may include, but is not limited to a title search.
- C. The Town shall have the authority to collect any additional fees owed to the Town at the time the property is registered. Payment in full of all the following fines, fees and debts relating to the vacant property being registered that are owed to the Town and are currently due or past due must be paid prior to obtaining registration:
  - 1. Outstanding water, sewer, trash or landfill bills;
  - 2. All charges for mowing, cleanup, weed or debris removal; and
  - 3. All charges for securing of the property, including locks and boarding.
  - 4. Any fines, penalties or debts of any sort arising from provisions of this Title, including blight violations.
- D. All fees hereunder that remain unpaid after fourteen (14) days written notice to the foreclosing entity, owner or property manager shall be assessed against the property as a lien and included on the tax roll.
- E. All delinquent fees shall be paid by the foreclosing entity or owner of vacant property prior to any transfer of an ownership interest in the property.

#### **16.60.070 Evidence of vacancy**

A structure or property will be presumed vacant when any condition that, on its own or combined with other conditions present, would lead a reasonable person to believe that the property is vacant. Such conditions include, but are not limited to: overgrown or dead vegetation; accumulation of newspapers, circulars, flyers or mail; past due utility notices or disconnection of utilities; accumulation of trash, junk or debris; the absence of window coverings such as curtains, blinds or shutters; the absence of furnishings or personal items; statements based on observations by neighbors, passersby, delivery agents or government employees that the property is vacant.

#### **16.60.080 Fire damaged property**

If a building or structure regulated hereunder is damaged by fire, the owner has ninety (90) days from the date of the fire to apply for a permit to start reconstruction or demolition. Failure to do so will result in the property being deemed vacant property and also subject to the requirements of this Title.

### **16.60.090 Inspection requirements**

Upon registration, an exterior property maintenance inspection shall be scheduled with the Code Official. A notice of violation or orders to correct may be issued for any violations of this Title or the Huachuca City Municipal Code identified during an inspection. Additionally, express authorization shall be provided for the Town employees, and contractors designated by the Town, to enter upon the property for the purpose of ensuring compliance with this chapter. Regular inspections of the property must be performed by the foreclosing entity or their property manager and an owner of vacant property or the owner's designated agent, to ensure compliance with this Chapter, Title all all other applicable laws.

### **16.60.100 Monitoring of property**

- A. The code official shall inspect and monitor the condition of any property required to be registered under this Chapter, including building, water, fire, police/public safety, and any other inspections deemed necessary by the code official.
- B. The code official or designee shall have the authority to require foreclosure entity, owner or property manager to implement additional maintenance, security, or other measures not specified in this Chapter as may be reasonably required to prevent further decline or blight of the vacant property.
- C. Vacant property that is left open and/or accessible shall be subject to entry by the code official in order to ensure that the property has not become an attractive nuisance and to ensure that the property is locked and/or secured. The foreclosing entity or owner of the vacant property subject to the provisions of this Chapter, which property is found open or unsecured, shall be responsible for a securing fee as set by the Town Council to offset the costs incurred by the Town in securing the property if the owner, property manager or designated agent cannot be contacted or does not secure the property within twenty-four (24) hours.

### **16.60.110 Maintenance requirements**

It is declared a public nuisance for any foreclosure entity, owner, property manager or designated agent to cause, permit or maintain any property condition contrary to the provisions of this Section. The owner, foreclosure entity or individual responsible for the care and control of the property shall perform regular weekly inspections of the property to assure compliance with the requirements of this Section, and shall allow access to the property by the Building Official or Code Official for the purpose of inspection and in the case of emergency. Properties subject to this Chapter shall be maintained in a safe and sanitary manner, in accordance with this Title and Huachuca City Municipal Code, including, but not limited to:

- A. Being kept free of overgrown vegetation, including grass and weeds exceeding twelve (12) inches in height;
- B. Being kept free of any accumulation of newspapers, circulars, flyers, trash, junk, debris, litter, buildings materials, discarded personal items, furniture, appliances or any other issue that gives the appearance of vacancy;

- C. Being kept free of any infestation of rodents, insects or vermin. The owner, property manager or designated agent shall immediately upon notice undertake an expedient means of extermination of such nuisances. Such extermination shall be certified by an approved exterminator and proof of the same provided to the code official.
- D. Being sure the area between the sidewalk space and the roadway (whether the sidewalk is installed or not) is free from vegetation growth, obstructions, tripping hazards, garbage, litter and debris.
- E. Being sure that no yard area of an unoccupied or vacant building, or the unoccupied or vacant building itself, is utilized for the storage of any materials unless said materials are being used on site for the renovation, construction, repair or demolition of said building.
- F. Being sure property is free of graffiti, tagging or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior of the building or structure affected.
- G. Being sure the appearance of exterior of the premises and the condition of buildings and accessory structures reflects the level of maintenance in keeping with the standards of the neighborhood in such that the appearance of the premises and structures do not constitute to a blighting factor for adjoining property owners or an element leading to the progressive deterioration and downgrading of the neighborhood with the accompanying diminution of property value.
- H. Being sure every foundation, exterior wall and exterior roof shall be weathertight, watertight and rodent proof, shall be kept in sound condition and good repair and shall be safe to use and capable of supporting the load which normal use may cause to be placed thereon.
- I. Being sure all building appurtenances are securely attached so as not to cause a blighting condition, including, but not limited to, gutters, downspouts, shutters, railings, guards, steps, awnings, canopies, signs, lights fixtures and fire escapes.
- J. Being sure pools, spas, and other water features are kept in good working order or winterized to ensure that the water remains clear and free of pollutants and debris, or drained and kept dry and free of debris, and complies with the minimum security fencing, barrier and maintenance requirements outlined in this Title
- K. Being sure detached signs and lighting systems are structurally sound and maintained so as not to cause a blighting condition or removed.
- L. Being sure fencing and retaining walls are structurally sound. Any fence or wall with broken or hanging components shall be repaired, straightened or removed.
- M. Being sure utilities are properly disconnected or connected and in proper working order.
- N. Being sure all perishables are removed from the interior of buildings and structures.

#### **16.60.120 Security requirements**

Properties subject to this Chapter shall be maintained in a secure manner, in accordance with this Title and Huachuca City Municipal Code, so as not to be accessible to any unauthorized persons. Secure manner includes, but not limited to:

- A. Being sure buildings and structures are secured in such a manner so as not to be accessible to unauthorized persons. Doors, windows, and other openings that make the property accessible must be closed and locked so that a key, keycard, tool or special knowledge is necessary to gain access. Broken windows must be repaired or replaced within fourteen (14) days. Boarding up of open or broken windows is prohibited except as a temporary measure for no longer than fourteen (14) days; and
- B. In the case of damaged or broken fences, gates, pool barriers and other openings, the unsecured opening must be repaired per provisions of this Title.

#### **16.60.130 Abatement and demolition**

Whenever a property is deemed abandoned or vacant pursuant to the terms of this Title and is not maintained pursuant to the terms of this Title and the Huachuca City Municipal Code, the code official may order the abatement of the violation or any other action that may be required including, but not limited to, demolition. Any abatement action shall be conducted in accordance with the provisions of this Title and the Huachuca City Municipal Code. The cost of any action taken by the Town shall be charged against the real estate upon which the structure or violation is located and shall be a lien upon such real estate.

#### **15.60.140 Violations and enforcement.**

- A. It is unlawful for a responsible person under this Chapter to violate any provision of this Title.
- B. The provisions of this chapter shall be enforced by the designated code official of the Town.
- C. The code official who observes a violation of any of the provisions of this chapter shall take one or more of the actions described below in order to resolve the violation:
  - 1. Issue a notice and order to comply to the responsible person.
  - 2. Prepare a request for a long form criminal complaint. The request will be forwarded to the Town attorney for approval. The Town attorney will file the complaint with the Town of Huachuca City Municipal Court against the foreclosing entity, owner or any other party as deemed appropriate by the Town attorney. The Town attorney may reduce criminal violations to petty offenses or defer prosecution in the interest of justice.
  - 3. A notice and order to comply is not required if the responsible person is the same and the person has been charged criminally within the previous twenty-four months for the same or similar code violation.
  - 4. Police officers may cite any violation of this chapter as a criminal offense without notice by using the Arizona traffic ticket complaint form for enforcement.
- D. In addition to any enforcement remedy otherwise available, the code official has authority to require a responsible person to implement additional maintenance and/or security measures as may be reasonably required to prevent further decline of the property.

#### **16.60.150 Penalty**

- A. Failure to file the required registration form, or failure to maintain the registration form containing current information shall be a civil infraction and subject to a \$100 fine. Each day that a registration form is not on file and each day that an owner or foreclosing entity fails to maintain current information in a registration form shall be considered a separate offense.**
- B. Failure to make required repairs, or a second or subsequent offense of any other requirement of this Chapter shall be a misdemeanor subject to prosecution.**

#### **16.60.160 Appeals**

Any person directly affected by a decision, notice or order under this Title shall have the right to appeal to the Board of Adjustment, provided that a written application for appeal and fee is submitted within fifteen (15) days from the date of the notice or order. An application for appeal shall be based on a claim that the true intent of this Title or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this Title do not fully apply, or the requirements of this Title are adequately satisfied by other means. Appeals heard by the Board of Adjustment shall be submitted on forms provided by the Town.

#### **16.60.170 Joint and several liability**

Any owner, person in control, foreclosing entity, or subsequent owner of property for which a notice of violation is issued to correct violations shall be jointly and severally liable for the costs incurred by the Town for the abatement of violations on the property. Joint and several liability shall be attributed to each entity in the chain of title from the date of issuance of orders forward.

#### **16.60.180 Waived inspection and maintenance**

A foreclosing entity's obligation under this chapter regarding inspection and maintenance of a vacant property may be waived by the Town if the foreclosing entity demonstrates to the satisfaction of the Town that the circumstances set forth below exist:

- A. The mortgage documents either expressly prohibit the mortgagee and its agents from entering the property for purposes required herein or do not authorize entry in order to protect the mortgagee's interests in the property; and**
- B. There is a reasonable possibility, based on articulable evidence, that:**
  - 1. The obligor under the mortgage or an authorized occupant of the premises will report the entry as a trespass; or**
  - 2. The obligor under the mortgage will assert against the mortgagee, whether in a foreclosure proceeding or otherwise, a claim that the entry is a breach of the mortgage documents or constitutes an illegal or unauthorized entry on the property.**

### **16.60.190 Severability**

**If a section, subsection, sentence, clause or phrase of this chapter is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Chapter.**

TOWN OF HUACHUCA CITY  
CASH ACCOUNTS

September-19

25% OF THE FISCAL YEAR HAS ELAPSED  
CASH ACCOUNTS

		30-Sep-19	31-Aug-19	31-Jul-19
General Fund	01-11112	\$		
General Fund	01-11117	\$	(685.56)	\$ 294.78
General Fund	01-11119	\$	263,183.01	\$
General Fund	01-11125	\$	28,695.00	230,546.13
General Fund	01-11510	\$	197,802.20	
General Fund	01-11515	\$	69,559.75	
General Fund	01-11520	\$	881,923.51	68,604.90
Firemen Pension	22-11110	\$	25,809.16	872,495.28
Road User Fund	23-11210	\$	14,021.96	25,129.99
Water Fund	51-11121	\$	47,856.12	14,021.26
Sewer Fund	52-11121	\$	53,614.46	8,333.94
Landfill Fund	55-11121	\$	37,812.88	21,829.16
Landfill Fund	55-11123	\$	2,426,185.00	21,704.82
		\$	141,876.47	2,426,185.00
		\$	129,426.58	129,426.58

TOWN OF HUACHUCA CITY  
CASH ACCOUNTS



**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2019**

**GENERAL FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<b><u>TAXES</u></b>					
10-31-100 AUTO LIEU TAX					
10-31-200 REAL PROPERTY TAXES	7,746.01	23,603.02	69,656.00	66,051.96	28.3
10-31-240 FRANCHISE TAXES	61.54	8,250.35	94,900.00	86,649.65	6.6
10-31-250 CITY SALES TAXES	1,112.29	2,985.30	17,250.00	14,284.70	17.3
10-31-262 USE TAX PURCHASES	38,624.21	92,918.60	214,727.00	121,608.40	43.3
10-31-264 USE TAX INVENTORY	.00	.00	25,000.00	25,000.00	.0
10-31-280 STATE SALES TAXES	.00	.00	25,000.00	25,000.00	.0
	12,030.10	40,529.75	172,379.00	131,849.25	23.5
<b>TOTAL TAXES</b>	<b>59,574.15</b>	<b>166,287.02</b>	<b>636,911.00</b>	<b>472,623.96</b>	<b>28.0</b>
<b><u>LICENSES AND PERMITS</u></b>					
10-32-100 BUILDING PERMITS	189.00	1,549.50	30,093.00	28,543.50	5.2
10-32-110 BUSINESS LICENSES	282.00	678.00	12,042.00	11,364.00	5.6
10-32-120 P&Z FEES	105.00	210.00	1,305.00	1,095.00	16.1
<b>TOTAL LICENSES AND PERMITS</b>	<b>586.00</b>	<b>2,437.50</b>	<b>43,440.00</b>	<b>41,002.50</b>	<b>5.6</b>
<b><u>INTERGOVERNMENTAL REVENUE</u></b>					
10-33-100 STATE REVENUE SHARING	18,729.05	56,187.15	224,331.00	169,143.85	25.1
10-33-200 STATE INFRASTRUCTURE FUND	.00	.00	167,802.00	167,802.00	.0
<b>TOTAL INTERGOVERNMENTAL REVENUE</b>	<b>18,729.05</b>	<b>56,187.15</b>	<b>422,133.00</b>	<b>365,945.85</b>	<b>13.3</b>
<b><u>CHARGES FOR SERVICE</u></b>					
10-34-100 ZONING FEES	653.52	653.52	250.00	( 403.52)	261.4
10-34-131 POLICE PROTECTION EQUIPMENT	.00	18.14	100.00	83.86	18.1
10-34-132 POST TRAINING REIMBURSEMENTS	.00	.00	100.00	100.00	.0
10-34-140 AUCTION PROCEEDS	9,700.14	123,637.36	50,000.00	( 73,637.36)	247.7
10-34-160 ANIMAL SHELTER REIMBURSEMENT	.00	.00	100.00	100.00	.0
10-34-160 KENNEL FEES	15.00	81.00	1,000.00	919.00	8.1
10-34-170 ADMIN GARBAGE FEES	.00	.00	19,350.00	19,350.00	.0
10-34-530 CITY BUS FEES/DONATIONS	.00	.00	2,000.00	2,000.00	.0
<b>TOTAL CHARGES FOR SERVICE</b>	<b>10,368.66</b>	<b>124,568.02</b>	<b>72,900.00</b>	<b>( 51,688.02)</b>	<b>170.9</b>



**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2019**

**GENERAL FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<b>FINES</b>					
10-35-100 POLICE FINES		10,064.83	32,222.41	103,000.00	70,777.59 31.3
10-35-110 IMPOUND FEES		.00	1,050.00	2,700.00	1,650.00 38.9
10-35-112 TOWING FEES		.00	529.00	2,100.00	1,571.00 25.2
10-35-120 LIBRARY FEES & FINES		275.85	501.14	3,200.00	2,898.89 15.7
<b>TOTAL FINES</b>		<b>10,340.48</b>	<b>34,302.55</b>	<b>111,000.00</b>	<b>76,897.45 30.9</b>
<b>MISCELLANEOUS REVENUE</b>					
10-36-100 INTEREST		1,872.48	12,427.87	40,833.00	28,205.33 30.6
10-36-200 UNREALIZED GAIN		( 4,860.87)	5,500.88	2,000.00	( 3,500.88) 275.0
10-36-455 DONATIONS		.00	208.00	100.00	( 108.00) 208.0
10-36-500 PARKS & REC REVENUE & FEES		.00	33.00	2,400.00	2,367.00 1.4
10-36-515 YOUTH SPONSERSHIP REVENUE		.00	.00	3,800.00	3,800.00 .0
10-36-900 MISCELLANEOUS		868.50	1,982.92	.00	( 1,982.92) .0
10-36-902 WORKERS' COMP REIMBURSEMENTS		.00	.00	100.00	100.00 .0
10-36-903 DIESEL SALES (FIRE, SCHOOL)		1,282.78	2,583.80	22,000.00	19,418.20 11.7
10-36-904 WILDLAND REVENUE		.00	.00	2,500.00	2,500.00 .0
10-36-907 INSURANCE CLAIMS		.00	.00	100.00	100.00 .0
10-36-908 EMPLOYEE INSURANCE CONTRIBUTIO		1,385.02	2,705.04	25,000.00	22,294.96 10.8
10-36-910 LANDFILL LAND LEASE		58,579.58	175,738.74	702,955.00	527,216.26 25.0
10-36-950 RICO REVENUE(ASSET FORFEITURE)		.00	.00	8,400.00	8,400.00 .0
10-36-968 BUILDING LEASE RENT		.00	.00	15,000.00	15,000.00 .0
10-36-971 TOWER LEASE		.00	.00	62,984.00	62,984.00 .0
10-36-980 INSURANCE DIVIDEND		.00	.00	29,000.00	29,000.00 .0
10-36-990 MUFFIN MONSTER REPAYMENT		.00	.00	3,500.00	3,500.00 .0
10-36-999 DAILY CASH REC OVER/SHORT ACCT		.00	40.00	10.00	( 30.00) 400.0
<b>TOTAL MISCELLANEOUS REVENUE</b>		<b>58,905.47</b>	<b>201,220.05</b>	<b>920,282.00</b>	<b>719,041.95 21.9</b>



**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2019**

**GENERAL FUND**

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
<b>TOWN GRANTS</b>					
10-37-185 DONATIONS - ANIMAL SHELTER	.00	.00	5,000.00	5,000.00	.0
10-37-188 ANIMAL SHELTER GRANTS	.00	.00	150,000.00	150,000.00	.0
10-37-466 DONATIONS - LIBRARY	.00	690.00	3,000.00	2,370.00	21.0
10-37-457 LIBRARY GRANT	.00	.00	100,000.00	100,000.00	.0
10-37-468 SENIOR CENTER GRANT	.00	.00	25,000.00	25,000.00	.0
10-37-467 POLICE DONATIONS	.00	.00	5,000.00	5,000.00	.0
10-37-480 SUMMER SPLASH GRANT	.00	6,283.65	5,000.00	( 1,283.65)	125.3
10-37-908 GRANTS - POLICE AZDOHS	.00	.00	120,428.00	120,428.00	.0
10-37-908 GRANTS - IT	.00	.00	15,000.00	15,000.00	.0
10-37-909 BUILDING REGULATION GRANT	.00	.00	10,000.00	10,000.00	.0
10-37-911 GRANTS - POLICE AZGOHS	.00	.00	120,428.00	120,428.00	.0
10-37-913 USDA EQUIPMENT GRANT	.00	.00	80,000.00	80,000.00	.0
10-37-919 CITY BUS GRANT	.00	.00	75,000.00	75,000.00	.0
10-37-920 GENERAL ADMIN GRANT	.00	.00	225,000.00	225,000.00	.0
10-37-921 POLICE GRANT	.00	.00	25,000.00	25,000.00	.0
10-37-925 MISC GRANTS	.00	.00	25,000.00	25,000.00	.0
10-37-993 E-RATE	.00	.00	200,000.00	200,000.00	.0
10-37-996 SCBA GRANT	2,393.14	2,393.14	150,000.00	147,606.86	1.8
10-37-996 SEWER POND PROJECT	.00	.00	2,000,000.00	2,000,000.00	.0
	.00	.00	2,000,000.00	2,000,000.00	.0
<b>TOTAL TOWN GRANTS</b>	<b>2,393.14</b>	<b>9,286.79</b>	<b>3,318,852.00</b>	<b>3,309,565.21</b>	<b>.3</b>
<b>TOTAL FUND REVENUE</b>	<b>160,866.85</b>	<b>594,309.08</b>	<b>5,527,498.00</b>	<b>4,933,188.92</b>	<b>10.8</b>



**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018**

**GENERAL FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>COUNCIL</b>					
10-42-100 PERSONNEL SERVICES	900.00	2,250.00	10,800.00	8,550.00	20.8
10-42-130 EMPLOYEE BENEFITS	74.09	185.23	830.00	744.77	19.9
10-42-220 ATTORNEY FEES	5,982.50	12,700.00	40,000.00	27,300.00	31.8
10-42-250 ADVERTISING	.00	.00	1,500.00	1,500.00	.0
10-42-290 OFFICE SUPPLIES	33.77	33.77	200.00	166.23	16.9
10-42-530 COMMUNITY RELATIONS	50.00	50.00	100.00	50.00	50.0
10-42-640 MEMBERSHIP LEAGUE	.00	.00	6,720.00	6,720.00	.0
10-42-860 TRAVEL AND TRAINING	1,128.72	1,158.72	1,300.00	141.28	89.1
10-42-870 BLDG LEASE PAYMENT	4,955.00	4,955.00	18,000.00	13,045.00	27.5
<b>TOTAL COUNCIL</b>	<b>12,804.08</b>	<b>21,332.72</b>	<b>78,550.00</b>	<b>57,217.28</b>	<b>27.2</b>
<b>GENERAL ADMINISTRATION</b>					
10-43-100 PERSONNEL SERVICES	10,794.41	30,280.11	156,370.00	126,089.89	18.4
10-43-102 NEW HIRE	.00	.00	150.00	150.00	.0
10-43-130 EMPLOYEE BENEFITS	3,889.02	9,742.55	57,083.00	47,320.45	17.1
10-43-250 ADVERTISING	824.02	585.33	4,000.00	3,414.67	14.6
10-43-271 TELEPHONE	657.95	1,996.84	6,600.00	6,603.16	23.2
10-43-280 INSURANCE	30.90	16,583.57	48,891.00	33,297.43	31.9
10-43-290 OFFICE SUPPLIES	.00	862.76	6,000.00	5,137.24	14.4
10-43-300 PRINTING	.00	.00	250.00	250.00	.0
10-43-340 UTILITIES	550.54	1,716.83	7,858.00	6,239.17	21.6
10-43-360 CONTRACT LABOR	55.89	149.61	1,700.00	1,550.39	8.8
10-43-440 POSTAGE	.00	388.38	3,500.00	3,113.62	11.0
10-43-470 VEHICLE EXPENSE	.00	48.06	800.00	551.95	6.0
10-43-475 FUEL EXPENSE	89.77	89.77	900.00	530.23	11.8
10-43-480 COMPUTER EXPENSE	801.85	2,405.85	3,168.00	750.15	76.2
10-43-500 BUILDING MAINTENANCE	.00	880.63	3,210.00	2,649.37	20.8
10-43-610 EQUIPMENT MAINTENANCE	.00	23.57	500.00	476.43	4.7
10-43-640 MEMBERSHIP	.00	1,275.00	1,800.00	225.00	85.0
10-43-650 AUDIT	1,825.00	9,420.38	36,750.00	26,329.64	28.4
10-43-680 TRAVEL AND TRAINING	518.02	1,144.38	4,000.00	2,855.62	28.8
10-43-690 ELECTION SUPPLIES	.00	.00	100.00	100.00	.0
10-43-703 CODIFYING/DIGITIZING	.00	114.75	2,100.00	1,985.25	5.5
10-43-705 CAPITAL LEASE EXPENSE	641.89	2,325.08	7,000.00	4,674.92	33.2
10-43-840 CAPITAL OUTLAY - EQUIPMENT	.00	.00	100.00	100.00	.0
10-43-850 HURF REPAYMENT	.00	.00	17,550.00	17,550.00	.0
<b>TOTAL GENERAL ADMINISTRATION</b>	<b>20,170.16</b>	<b>78,801.42</b>	<b>370,646.00</b>	<b>291,844.58</b>	<b>21.3</b>



**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2019**

**GENERAL FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>MAGISTRATE</b>					
10-45-100 PERSONNEL SERVICES	1,816.00	5,706.50	12,857.00	7,150.50	44.4
10-45-105 OVERTIME	.00	.00	500.00	500.00	.0
10-45-120 PROSECUTION FEES	451.00	1,325.50	6,600.00	5,274.50	20.1
10-45-130 EMPLOYEE BENEFITS	586.37	2,155.52	4,801.00	2,445.48	48.9
10-45-221 COURT APPT ATTORNEYS	.00	.00	9,200.00	9,200.00	.0
10-45-260 CONTRACT LABOR-PRO TEM	85.00	525.00	1,000.00	475.00	52.5
10-45-280 OFFICE SUPPLIES	.00	8.00	450.00	441.00	2.0
10-45-360 CONTRACT LABOR-JUDGE	600.00	1,800.00	10,000.00	8,200.00	18.0
10-45-361 CONTRACT LABOR - SECURITY	138.00	522.00	1,700.00	1,178.00	30.7
10-45-480 COMPUTER EXPENSE	.00	1,125.00	2,500.00	1,375.00	45.0
10-45-680 TRAVEL/TRAINING	814.13	814.13	800.00	( 314.13)	182.8
10-45-810 JAIL FEES	318.08	2,228.42	4,500.00	2,273.58	49.5
<b>TOTAL MAGISTRATE</b>	<b>4,608.56</b>	<b>16,209.07</b>	<b>64,408.00</b>	<b>38,188.93</b>	<b>28.8</b>
<b>IT</b>					
10-48-101 CONTRACT LABOR	1,987.50	5,902.50	23,725.00	17,822.50	24.9
10-48-210 SUBSCRIPTIONS	711.04	1,333.12	13,040.00	11,706.88	10.2
10-48-275 CELL PHONE	1,600.48	4,870.81	19,880.00	14,909.19	24.8
10-48-804 SOFTWARE LICENSING	.00	.00	100.00	100.00	.0
10-48-840 CAPITAL OUTLAY	.00	.00	7,750.00	7,750.00	.0
<b>TOTAL IT</b>	<b>4,279.02</b>	<b>12,106.43</b>	<b>64,295.00</b>	<b>52,188.57</b>	<b>18.8</b>



TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>POLICE</b>					
10-51-100 PERSONNEL SERVICES					
10-51-102 NEW HIRE	25,141.64	71,474.18	310,822.00	239,347.82	23.0
10-51-105 OVERTIME	.00	343.50	.00	( 343.50)	.0
10-51-107 STAND BY	198.25	1,138.44	4,000.00	2,863.56	28.4
10-51-110 UNIFORM EXPENSE	.00	342.50	.00	( 342.50)	.0
10-51-130 EMPLOYEE BENEFITS	300.00	850.00	3,000.00	2,150.00	28.3
10-51-135 PUBLIC SAFETY RETIREMENT	7,029.70	20,738.34	203,320.00	182,581.66	10.2
10-51-221 PSRS BOARD ATTORNEY	4,023.93	12,080.73	.00	( 12,080.73)	.0
10-51-222 SEACOM/CCSO CONTRACT	.00	.00	100.00	100.00	.0
10-51-230 PROFESSIONAL SERVICES	.00	20,487.50	61,950.00	61,462.50	25.0
10-51-240 PROSECUTION FEES	.00	1,368.80	3,500.00	2,131.10	39.1
10-51-271 TELEPHONE	451.00	1,325.50	6,600.00	5,274.50	20.1
10-51-290 OFFICE SUPPLIES	352.48	1,080.81	4,800.00	3,839.39	21.7
10-51-295 PRINTING EXPENSE	.00	142.99	300.00	157.01	47.7
10-51-340 UTILITIES	.00	.00	200.00	200.00	.0
10-51-380 CONTRACT LABOR	490.28	1,536.42	7,958.00	6,420.58	19.3
10-51-385 SHREDDING SERVICES	55.88	149.62	.00	( 149.62)	.0
10-51-480 MAINTENANCE AND SUPPLIES	.00	184.45	.00	( 184.45)	.0
10-51-488 WEAPONS AND AMMUNITION	13.28	5,077.83	3,500.00	( 1,577.83)	145.1
10-51-470 VEHICLE EXPENSE	.00	.00	500.00	500.00	.0
10-51-475 POLICE FUEL EXPENSE	758.17	3,746.75	6,000.00	2,253.25	62.5
10-51-480 COMPUTER EXPENSE	849.78	3,087.98	12,000.00	8,932.02	25.8
10-51-505 POLICE VEHICLE IMPOUND FEE	.00	.00	1,600.00	1,600.00	.0
10-51-510 IMPOUND ADMIN	310.57	1,232.57	2,000.00	767.43	61.6
10-51-620 EQUIP REPAIR AND MAINTENANCE	.00	( 750.00)	.00	750.00	.0
10-51-640 MEMBERSHIP	.00	357.88	4,800.00	4,542.12	7.3
10-51-660 TRAVEL AND TRAINING	.00	.00	200.00	200.00	.0
10-51-685 COMMUNITY RELATIONS	5,228.00	5,228.00	8,850.00	3,622.00	59.1
10-51-705 CAPITAL LEASE	.00	.00	100.00	100.00	.0
10-51-840 POLICE CAPITAL OUTLAY	205.07	713.17	2,800.00	2,086.83	28.5
10-51-841 VEHICLE LEASE	.00	.00	2,800.00	2,800.00	.0
10-51-850 NEW EQUIPMENT	.00	.00	8,000.00	8,000.00	.0
10-51-858 BODY WORN CAMERA PROGRAM	.00	82.12	.00	( 82.12)	.0
10-51-857 ASSET FORFEITURE EXPENSES	.00	.00	4,100.00	4,100.00	.0
	.00	.00	500.00	500.00	.0
<b>TOTAL POLICE</b>	<b>45,504.01</b>	<b>151,978.78</b>	<b>684,598.00</b>	<b>532,621.22</b>	<b>22.2</b>



**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018**

**GENERAL FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>ANIMAL SHELTER</b>					
10-52-100 PERSONNEL SERVICES	1,573.00	5,414.75	12,480.00	7,065.25	43.4
10-52-110 ANIMAL SHELTER UNIFORMS	.00	.00	300.00	300.00	.0
10-52-130 EMPLOYEE BENEFITS	222.11	764.65	1,900.00	1,135.45	40.2
10-52-290 OFFICE SUPPLIES	.00	28.30	.00	( 28.30)	.0
10-52-310 INSURANCE	.00	111.89	400.00	288.11	28.0
10-52-340 UTILITIES	.00	115.74	.00	( 115.74)	.0
10-52-480 MAINTENANCE AND SUPPLIES	.00	101.79	.00	( 101.79)	.0
10-52-483 MEDICE/VACCINE	.00	.00	12,500.00	12,500.00	.0
10-52-484 ANIMAL LICENSE FEES	.00	.00	50.00	50.00	.0
10-52-485 HEALTH AND SAFETY	.00	.00	100.00	100.00	.0
10-52-467 SV CONTRACT PAYMENT	.00	1,785.00	2,450.00	665.00	72.9
10-52-470 VEHICLE MAINT	.00	304.51	500.00	195.49	60.9
10-52-475 FUEL EXPENSE	107.58	203.58	.00	( 203.58)	.0
10-52-860 TRAVEL & TRAINING	.00	1,100.00	500.00	( 600.00)	220.0
<b>TOTAL ANIMAL SHELTER</b>	<b>1,902.69</b>	<b>8,928.11</b>	<b>31,180.00</b>	<b>21,251.89</b>	<b>31.8</b>
<b>FIRE</b>					
10-53-340 UTILITIES	834.58	2,921.21	15,844.00	12,722.79	18.7
10-53-380 CONTRACTED PERSONNEL SERVICES	.00	102,500.00	410,000.00	307,500.00	25.0
10-53-386 INSURANCE	.00	1,007.01	3,200.00	2,192.99	31.5
10-53-450 EQUIPMENT/TRUCK MAINTENANCE	.00	225.37	.00	( 225.37)	.0
<b>TOTAL FIRE</b>	<b>834.58</b>	<b>106,653.59</b>	<b>428,844.00</b>	<b>322,190.41</b>	<b>24.9</b>
<b>BUILDING REGULATION</b>					
10-54-360 CONTRACT LABOR	4,300.00	12,850.00	57,000.00	44,150.00	22.8
10-54-780 BLDG REGULATION SUPPLIES	.00	.00	600.00	600.00	.0
10-54-801 ABATEMENT	.00	.00	2,000.00	2,000.00	.0
<b>TOTAL BUILDING REGULATION</b>	<b>4,300.00</b>	<b>12,850.00</b>	<b>59,600.00</b>	<b>46,750.00</b>	<b>21.0</b>



**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2019**

**GENERAL FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b><u>PUBLIC WORKS</u></b>					
10-57-100 PERSONNEL SERVICES	1,081.81	3,186.37	14,441.00	11,254.63	22.1
10-57-105 OVERTIME	28.22	244.78	250.00	5.22	97.9
10-57-107 STAND BY	.00	134.00	.00	( 134.00)	.0
10-57-110 UNIFORM EXPENSE	93.50	334.82	5,000.00	4,665.18	6.7
10-57-130 EMPLOYEE BENEFITS	364.24	1,233.38	9,782.00	8,528.62	12.6
10-57-280 INSURANCE	.00	492.32	1,555.00	1,062.68	31.7
10-57-340 UTILITIES	2,583.13	7,881.05	28,000.00	17,318.95	30.7
10-57-360 CONTRACT LABOR	223.54	598.46	1,000.00	401.54	59.9
10-57-460 MAINTENANCE AND SUPPLIES	298.79	994.02	1,715.00	720.98	58.0
10-57-475 FUEL EXPENSE	173.48	481.35	1,000.00	538.65	48.1
10-57-810 EQUIPMENT MAINTENANCE	2,281.40	2,694.32	4,000.00	1,305.68	67.4
<b>TOTAL PUBLIC WORKS</b>	<b>7,095.89</b>	<b>18,054.87</b>	<b>63,723.00</b>	<b>45,668.13</b>	<b>28.3</b>
<b><u>CITY POOL</u></b>					
10-58-100 PERSONNEL SERVICES	.00	5,518.25	11,385.00	5,866.75	48.5
10-58-130 EMPLOYEE BENEFITS	.00	834.88	1,300.00	465.12	84.2
10-58-270 PHONE	.00	.00	100.00	100.00	.0
10-58-340 UTILITIES	525.80	1,827.33	6,100.00	4,472.67	28.7
10-58-480 MAINTENANCE AND SUPPLIES	.00	817.33	2,900.00	1,782.67	31.4
10-58-860 CERTIFYING	.00	.00	300.00	300.00	.0
<b>TOTAL CITY POOL</b>	<b>525.80</b>	<b>8,785.79</b>	<b>21,785.00</b>	<b>12,988.21</b>	<b>40.4</b>
<b><u>SUMMER SPLASH</u></b>					
10-59-100 PERSONNEL SERVICES	.00	2,105.50	4,500.00	2,394.50	48.8
10-59-102 NEW HIRE	.00	60.00	.00	( 60.00)	.0
10-59-130 EMPLOYEE BENEFITS	.00	215.69	250.00	34.31	88.3
10-59-480 SUPPLIES	.00	.00	250.00	250.00	.0
<b>TOTAL SUMMER SPLASH</b>	<b>.00</b>	<b>2,381.19</b>	<b>5,000.00</b>	<b>2,618.81</b>	<b>47.8</b>
<b><u>PARKS &amp; RECREATION</u></b>					
10-60-480 MAINTENANCE AND SUPPLIES	398.99	483.27	2,000.00	1,536.73	23.2
10-60-530 COMMUNITY RELATIONS/JULY 4TH	.00	.00	8,000.00	8,000.00	.0
10-60-704 SPECIAL ACTIVITIES	.00	484.81	800.00	315.19	60.8
<b>TOTAL PARKS &amp; RECREATION</b>	<b>398.99</b>	<b>948.08</b>	<b>10,800.00</b>	<b>9,851.92</b>	<b>8.8</b>



**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2019**

**GENERAL FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b><u>LIBRARY AND COMMUNITY SERVICES</u></b>					
10-82-100 PERSONNEL SERVICES	6,381.40	19,270.71	89,162.00	69,881.29	21.6
10-82-102 NEW HIRE	.00	30.00	.00	( 30.00)	.0
10-82-130 EMPLOYEE BENEFITS	888.85	2,110.54	9,788.00	7,877.48	21.6
10-82-271 TELEPHONE	164.03	502.52	2,100.00	1,597.48	23.9
10-82-280 INSURANCE	.00	111.89	400.00	288.11	28.0
10-82-290 OFFICE SUPPLIES	.00	330.98	1,500.00	1,169.02	22.1
10-82-340 UTILITIES	908.07	2,597.84	10,800.00	8,002.38	24.5
10-82-368 INMATE/JANITORIAL	111.77	319.23	1,300.00	980.77	24.6
10-82-460 MAINTENANCE AND SUPPLIES	281.84	453.81	750.00	296.19	60.5
10-82-478 FUEL	.00	.00	80.00	80.00	.0
10-82-480 COMPUTER EXPENSE	.00	.00	2,865.00	2,865.00	.0
10-82-481 INTERNET	.00	437.87	4,000.00	3,562.13	11.0
10-82-820 VEHICLE REPAIR & MAINT	.00	.00	400.00	400.00	.0
10-82-840 MEMBERSHIP	.00	.00	100.00	100.00	.0
10-82-880 TRAVEL AND TRAINING	444.72	444.72	730.00	285.28	60.9
10-82-709 COMMUNITY RELATIONS	297.00	297.00	100.00	( 197.00)	297.0
10-82-705 CAPITAL OUTLAY	362.91	1,108.09	3,700.00	2,591.91	30.0
<b>TOTAL LIBRARY AND COMMUNITY SERVICES</b>	<b>9,888.36</b>	<b>28,016.00</b>	<b>127,365.00</b>	<b>69,350.00</b>	<b>22.0</b>
<b><u>CITY BUS</u></b>					
10-85-280 INSURANCE	.00	201.40	700.00	498.60	28.8
10-85-482 BUS STOP CONSTRUCTION	.00	.00	2,000.00	2,000.00	.0
<b>TOTAL CITY BUS</b>	<b>.00</b>	<b>201.40</b>	<b>2,700.00</b>	<b>2,498.60</b>	<b>7.5</b>
<b><u>SENIOR CENTER</u></b>					
10-88-280 SUPPLIES	.00	1,104.20	2,000.00	895.80	65.2
10-88-340 UTILITIES	458.56	1,183.47	4,900.00	3,616.53	24.7
10-88-482 PEST CONTROL	.00	.00	550.00	550.00	.0
<b>TOTAL SENIOR CENTER</b>	<b>458.56</b>	<b>2,287.67</b>	<b>7,350.00</b>	<b>5,062.33</b>	<b>31.1</b>



**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2019**

**GENERAL FUND**

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<b>TOWN GRANTS</b>					
10-69-800 SHELTER DONATIONS EXP	.00	.00	5,000.00	5,000.00	.0
10-69-801 ANIMAL SHELTER GRANT EXP	.00	.00	180,000.00	150,000.00	.0
10-69-802 LIBRARY DONATIONS EXP	.00	5,589.05	3,000.00	( 2,589.05)	188.3
10-69-803 IT GRANT EXP	.00	.00	15,000.00	15,000.00	.0
10-69-804 MISC EXP	.00	.00	225,000.00	225,000.00	.0
10-69-805 BUILDING REGULATION EXP	.00	.00	10,000.00	10,000.00	.0
10-69-806 LIBRARY GRANTS EXP	.00	45.43	100,000.00	99,954.57	.1
10-69-807 SENIOR CENTER GRANT EXP	.00	.00	25,000.00	25,000.00	.0
10-69-808 SUMMER SPLASH GRANT EXP	.00	.00	5,000.00	5,000.00	.0
10-69-809 EDA GRANTS EXP	.00	.00	25,000.00	25,000.00	.0
10-69-810 E-RATE EXP	2,984.40	5,505.83	150,000.00	144,494.17	3.7
10-69-845 POLICE GRANT EXP	.00	.00	30,000.00	30,000.00	.0
10-69-846 AZDOHS GRANT EXPENDITURES	.00	.00	120,428.00	120,428.00	.0
10-69-847 AZGOHS GRANT EXPENDITURES	.00	.00	120,428.00	120,428.00	.0
10-69-849 BUS LINE EXP	.00	.00	75,000.00	75,000.00	.0
10-69-850 SCBA GRANT EXP	.00	.00	200,000.00	200,000.00	.0
10-69-851 USDA EQUIPMENT GRANT	.00	.00	60,000.00	60,000.00	.0
10-69-854 WIFA LOAN	.00	.00	2,000,000.00	2,000,000.00	.0
<b>TOTAL TOWN GRANTS</b>	<b>2,984.40</b>	<b>11,140.31</b>	<b>3,318,852.00</b>	<b>3,307,711.89</b>	<b>.3</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>115,513.13</b>	<b>481,882.43</b>	<b>5,329,898.00</b>	<b>4,848,013.57</b>	<b>9.0</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>45,353.82</b>	<b>112,628.65</b>	<b>197,802.00</b>	<b>85,175.35</b>	<b>66.8</b>



**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2019**

**POLICE - DHS GRANT - BP OT**

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<b>REVENUE</b>					
<b>12-30-800 DHS GRANT BP OT</b>	<b>2,902.84</b>	<b>2,902.84</b>	<b>135,000.00</b>	<b>132,097.16</b>	<b>2.2</b>
<b>TOTAL REVENUE</b>	<b>2,902.84</b>	<b>2,902.84</b>	<b>135,000.00</b>	<b>132,097.16</b>	<b>2.2</b>
<b>TOTAL FUND REVENUE</b>	<b>2,902.84</b>	<b>2,902.84</b>	<b>135,000.00</b>	<b>132,097.16</b>	<b>2.2</b>



**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2019**

**POLICE - DHS GRANT - BP OT**

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<b><u>EXPENDITURES</u></b>					
12-40-130 EMPLOYEE BENEFITS	528.79	1,193.36	135,000.00	133,806.62	.9
12-40-131 DUI TASK FORCE OVER TIME	818.77	1,191.49	.00	( 1,191.49)	.0
12-40-138 PUBLIC SAFETY RETIREMENT	580.86	1,201.55	.00	( 1,201.55)	.0
12-40-840 AUTHORIZED EXPENDITURES	2,048.56	4,317.40	.00	( 4,317.40)	.0
<b>TOTAL EXPENDITURES</b>	<b>3,772.98</b>	<b>7,903.82</b>	<b>135,000.00</b>	<b>127,066.18</b>	<b>6.9</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>3,772.98</b>	<b>7,903.82</b>	<b>135,000.00</b>	<b>127,066.18</b>	<b>6.9</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 870.14)</b>	<b>( 5,000.86)</b>	<b>.00</b>	<b>5,000.86</b>	<b>.0</b>



**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2019**

**FIRE TRUCK FUND**

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>REVENUE</u>						
14-30-800	GRANT REVENUE	.00	.00	200,000.00	200,000.00	.0
	<b>TOTAL REVENUE</b>	<b>.00</b>	<b>.00</b>	<b>200,000.00</b>	<b>200,000.00</b>	<b>.0</b>
	<b>TOTAL FUND REVENUE</b>	<b>.00</b>	<b>.00</b>	<b>200,000.00</b>	<b>200,000.00</b>	<b>.0</b>



**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2019**

**FIRE TRUCK FUND**

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<b><u>EXPENDITURES</u></b>					
<b>14-40-860 AUTHORIZED EXPENDITURES</b>	.00	.00	200,000.00	200,000.00	.0
<b>TOTAL EXPENDITURES</b>	.00	.00	200,000.00	200,000.00	.0
<b>TOTAL FUND EXPENDITURES</b>	.00	.00	200,000.00	200,000.00	.0
<b>NET REVENUE OVER EXPENDITURES</b>	.00	.00	.00	.00	.0



**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2019**

**TRUST FUND**

<u>REVENUE</u>	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
20-30-200 FINES AND BAILS	17,314.63	50,025.67	173,651.00	123,625.33	28.8
20-30-300 BONDS	.00	.00	100.00	100.00	.0
20-30-400 RESTITUTION	.00	.00	100.00	100.00	.0
20-30-500 JCEF	.00	.00	100.00	100.00	.0
<b>TOTAL REVENUE</b>	<b>17,314.63</b>	<b>50,025.67</b>	<b>173,651.00</b>	<b>123,625.33</b>	<b>28.8</b>
<b>TOTAL FUND REVENUE</b>	<b>17,314.63</b>	<b>50,025.67</b>	<b>173,651.00</b>	<b>123,625.33</b>	<b>28.8</b>



**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2019**

		<b>TRUST FUND</b>				
		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<b><u>EXPENDITURES</u></b>						
20-40-200	FINES AND BAILS	15,827.83	50,814.50	173,751.00	122,936.50	29.3
20-40-400	RESTITUTION	50.00	143.62	.00	( 143.62)	.0
20-40-401	BOND	.00	.00	100.00	100.00	.0
20-40-500	JCEF	.00	.00	100.00	100.00	.0
<b>TOTAL EXPENDITURES</b>		<u>15,977.83</u>	<u>50,958.12</u>	<u>173,951.00</u>	<u>122,992.88</u>	<u>29.3</u>
<b>TOTAL FUND EXPENDITURES</b>		<u>15,977.83</u>	<u>50,958.12</u>	<u>173,951.00</u>	<u>122,992.88</u>	<u>29.3</u>
<b>NET REVENUE OVER EXPENDITURES</b>		<u>1,336.70</u>	<u>( 932.45)</u>	<u>.00</u>	<u>932.45</u>	<u>.0</u>



**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2019**

**INVESTMENT TRUST FUND**

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<b><u>REVENUE</u></b>					
<b>22-30-100 INTEREST REVENUE</b>	.70	1.05	.00	( 1.05)	.0
<b>TOTAL REVENUE</b>	.70	1.05	.00	( 1.05)	.0
<b>TOTAL FUND REVENUE</b>	.70	1.05	.00	( 1.05)	.0
<b>NET REVENUE OVER EXPENDITURES</b>	.70	1.05	.00	( 1.05)	.0



**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2019**

**ROAD USER FUND**

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<b>REVENUE</b>						
23-30-300	GAS TAX REVENUES - HURF	11,921.44	39,822.18	150,048.00	110,525.82	28.3
23-30-320	HURF REPAYMENT	.00	.00	17,055.00	17,055.00	.0
23-30-800	MISCELLANEOUS REVENUE	.00	.00	100.00	100.00	.0
<b>TOTAL REVENUE</b>		<b>11,921.44</b>	<b>39,822.18</b>	<b>167,203.00</b>	<b>127,680.82</b>	<b>23.6</b>
<b>TOTAL FUND REVENUE</b>		<b>11,921.44</b>	<b>39,822.18</b>	<b>167,203.00</b>	<b>127,680.82</b>	<b>23.6</b>



**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2019**

**ROAD USER FUND**

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<b><u>ROAD USERS ADMIN</u></b>					
23-40-100 PERSONNEL SERVICES	.00	.00	45,888.00	45,888.00	.0
23-40-130 EMPLOYEE BENEFITS	.00	.00	24,558.00	24,558.00	.0
23-40-460 MAINTENANCE AND SUPPLIES	131.79	131.79	6,000.00	5,868.21	2.2
23-40-470 VEHICLE EXPENSE	.00	.00	2,500.00	2,500.00	.0
23-40-475 FUEL	.00	.00	1,080.00	1,080.00	.0
23-40-490 ROAD REPAIR	.00	.00	56,472.00	56,472.00	.0
23-40-810 EQUIPMENT REPAIR	.00	.00	5,000.00	5,000.00	.0
23-40-831 CAPITAL OUTLAY	.00	.00	28,725.00	28,725.00	.0
<b>TOTAL ROAD USERS ADMIN</b>	<b>131.79</b>	<b>131.79</b>	<b>167,203.00</b>	<b>167,071.21</b>	<b>.1</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>131.79</b>	<b>131.79</b>	<b>167,203.00</b>	<b>167,071.21</b>	<b>.1</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>11,788.85</b>	<b>38,380.39</b>	<b>.00</b>	<b>( 38,380.39)</b>	<b>.0</b>



**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2019**

		<b>FUND 28</b>				
		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<b>SOURCE 30</b>						
<b>28-30-300</b>	<b>STATE HURF</b>	.00	197,802.20	.00	( 197,802.20)	.0
<b>TOTAL SOURCE 30</b>		.00	197,802.20	.00	( 197,802.20)	.0
<b>TOTAL FUND REVENUE</b>		.00	197,802.20	.00	( 197,802.20)	.0
<b>NET REVENUE OVER EXPENDITURES</b>		.00	197,802.20	.00	( 197,802.20)	.0



**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2019**

**WATER FUND**

<u>REVENUE</u>	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
51-30-100 INTEREST EARNINGS	.00	.00	250.00	250.00	.0
51-30-200 WATER SALES	30,844.70	104,288.49	248,553.00	142,288.51	42.3
51-30-202 RC: RECONNECT FEE	90.00	490.00	850.00	360.00	57.7
51-30-203 WTO: WATER TURN ON FEE	( 35.00)	125.00	.00	( 125.00)	.0
51-30-300 CONNECTION FEES	90.00	420.00	850.00	430.00	49.4
51-30-400 PENALTIES & FORFEITURES	.00	2,331.64	12,000.00	9,668.36	19.4
51-30-900 MISCELLANEOUS	.00	30.00	250.00	220.00	12.0
<b>TOTAL REVENUE</b>	<b>30,789.70</b>	<b>107,663.13</b>	<b>280,753.00</b>	<b>153,088.87</b>	<b>41.3</b>
<b>TOTAL FUND REVENUE</b>	<b>30,789.70</b>	<b>107,663.13</b>	<b>280,753.00</b>	<b>153,088.87</b>	<b>41.3</b>



**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2019**

**WATER FUND**

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<b><u>WATER EXPENDITURES</u></b>					
51-40-100 PERSONNEL SERVICES	4,887.20	14,338.88	84,985.00	50,646.32	22.1
51-40-106 OVERTIME	127.01	1,101.51	1,200.00	98.49	91.8
51-40-107 STAND BY TIME	.00	603.00	4,160.00	3,557.00	14.5
51-40-110 UNIFORM EXPENSE	83.48	318.17	2,400.00	2,083.83	13.2
51-40-130 EMPLOYEE BENEFITS	1,583.90	5,818.61	43,730.00	38,111.39	12.9
51-40-280 INSURANCE	.00	984.63	3,110.00	2,125.37	31.7
51-40-290 OFFICE SUPPLIES	.00	.00	200.00	200.00	.0
51-40-340 UTILITIES	3,827.20	12,428.43	43,200.00	30,773.57	28.8
51-40-360 CONTRACT LABOR	723.64	2,098.48	11,700.00	9,601.54	17.9
51-40-370 SALES TAX	3,370.18	8,967.86	12,700.00	3,712.34	70.8
51-40-440 POSTAGE	.00	378.37	3,400.00	3,021.63	11.1
51-40-460 MAINTENANCE & SUPPLIES	535.21	5,247.04	20,000.00	14,752.96	28.2
51-40-470 VEHICLE EXPENSE	2,277.37	3,021.41	3,500.00	478.59	88.3
51-40-475 FUEL EXPENSE	917.40	3,172.51	8,000.00	4,827.49	39.7
51-40-480 COMPUTER EXPENSE	.00	.00	200.00	200.00	.0
51-40-510 WATER TESTS	530.00	1,875.00	12,400.00	10,625.00	15.1
51-40-510 EQUIPMENT MAINTENANCE	1,883.28	4,651.93	7,900.00	3,048.07	81.4
51-40-660 PROFESSIONAL SERVICES	406.25	1,218.75	8,838.00	7,719.25	13.6
51-40-680 TRAVEL	.00	.00	400.00	400.00	.0
51-40-840 WATER CAPITAL OUTLAY	.00	.00	100.00	100.00	.0
51-40-900 BAD DEBT EXPENSE	.00	.00	100.00	100.00	.0
51-40-950 WATER TRANSFER TO SAVINGS	.00	.00	8,430.00	8,430.00	.0
<b>TOTAL WATER EXPENDITURES</b>	<b>21,152.03</b>	<b>68,240.18</b>	<b>280,753.00</b>	<b>194,512.84</b>	<b>25.4</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>21,152.03</b>	<b>68,240.18</b>	<b>280,753.00</b>	<b>194,512.84</b>	<b>25.4</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>9,637.67</b>	<b>41,422.97</b>	<b>.00</b>	<b>( 41,422.97)</b>	<b>.0</b>



**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2019**

**SEWER FUND**

<u>REVENUE</u>	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<b>52-30-100 INTEREST EARNINGS</b>	.00	.00	500.00	500.00	.0
<b>52-30-200 SEWER SERVICES</b>	18,680.82	66,249.42	218,846.00	150,596.58	30.6
<b>52-30-300 CONNECTION FEES</b>	.00	.00	1,000.00	1,000.00	.0
<b>TOTAL REVENUE</b>	<b>18,680.82</b>	<b>66,249.42</b>	<b>218,346.00</b>	<b>152,096.58</b>	<b>30.3</b>
<b>TOTAL FUND REVENUE</b>	<b>18,680.82</b>	<b>66,249.42</b>	<b>218,346.00</b>	<b>152,096.58</b>	<b>30.3</b>



**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2019**

**SEWER FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>SEWER EXPENDITURES</b>					
52-40-100 PERSONNEL SERVICES					
52-40-105 OVERTIME	4,887.18	14,338.81	64,885.00	50,046.39	22.1
52-40-107 STAND BY TIME	127.01	1,101.50	1,000.00	( 101.50)	110.2
52-40-110 UNIFORM EXPENSE	.00	603.00	4,160.00	3,657.00	14.6
52-40-130 EMPLOYEE BENEFITS	93.50	318.22	2,400.00	2,083.78	13.2
52-40-280 INSURANCE	1,863.78	6,818.36	43,730.00	38,111.64	12.9
52-40-340 UTILITIES	.00	884.83	3,110.00	2,125.37	31.7
52-40-380 CONTRACT LABOR	488.89	1,188.30	7,100.00	6,044.70	18.3
52-40-440 POSTAGE	7,123.54	8,298.46	18,000.00	9,701.54	48.1
52-40-480 MAINTENANCE AND SUPPLIES	.00	378.38	.00	( 378.38)	.0
52-40-470 VEHICLE EXPENSE	889.81	5,371.18	10,000.00	4,828.84	63.7
52-40-475 FUEL	.00	484.91	3,000.00	2,835.09	16.6
52-40-480 COMPUTER EXPENSE	917.40	3,172.51	8,000.00	4,827.49	39.7
52-40-518 ADEQ FEES	.00	.00	200.00	200.00	.0
52-40-810 EQUIPMENT MAINTENANCE	.00	2,800.00	1,000.00	( 1,500.00)	250.0
52-40-830 SEWER CHEMICALS	529.89	713.10	8,000.00	5,286.90	11.8
52-40-850 PROFESSIONAL SERVICES	.00	.00	800.00	800.00	.0
52-40-702 SEWAGE POND COMPLIANCE	408.25	1,218.75	8,938.00	7,719.25	13.6
52-40-800 BAD DEBT EXPENSE	372.50	1,315.00	5,000.00	3,885.00	28.3
52-40-825 MUFFIN MONSTER PAYMENT	.00	.00	100.00	100.00	.0
52-40-850 PAYMENT ON WFA LOAN	.00	.00	3,500.00	3,500.00	.0
52-40-980 TRANSFER TO SAVINGS	.00	.00	25,000.00	25,000.00	.0
	.00	.00	2,323.00	2,323.00	.0
<b>TOTAL SEWER EXPENDITURES</b>	<b>17,089.35</b>	<b>47,549.89</b>	<b>218,346.00</b>	<b>170,798.11</b>	<b>21.8</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>17,089.35</b>	<b>47,549.89</b>	<b>218,346.00</b>	<b>170,798.11</b>	<b>21.8</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>2,881.47</b>	<b>18,889.53</b>	<b>.00</b>	<b>( 18,889.53)</b>	<b>.0</b>



**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2019**

**GARBAGE FUND**

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<b>REVENUE</b>						
<b>54-30-100</b>	<b>INTEREST EARNINGS</b>	.00	.00	750.00	750.00	.0
<b>54-30-200</b>	<b>SALES RECEIPTS</b>	11,593.94	34,832.32	144,250.00	109,417.68	24.2
<b>TOTAL REVENUE</b>		<u>11,593.94</u>	<u>34,832.32</u>	<u>145,000.00</u>	<u>110,167.68</u>	<u>24.0</u>
<b>TOTAL FUND REVENUE</b>		<u>11,593.94</u>	<u>34,832.32</u>	<u>145,000.00</u>	<u>110,167.68</u>	<u>24.0</u>



**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2019**

**GARBAGE FUND**

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<b><u>GARBAGE EXPENDITURES</u></b>					
54-40-360 CONTRACT LABOR	10,554.36	32,098.37	122,000.00	89,901.63	26.3
54-40-450 EQUIPMENT/SUPPLIES	.00	.00	1,750.00	1,750.00	.0
54-40-821 TOWN TRASH SERVICE	28.00	28.00	1,900.00	1,872.00	1.5
54-40-850 ADMIN FEES TRANSFER TO GF	.00	.00	19,350.00	19,350.00	.0
<b>TOTAL GARBAGE EXPENDITURES</b>	<b>10,582.36</b>	<b>32,126.37</b>	<b>145,000.00</b>	<b>112,873.63</b>	<b>22.2</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>10,582.36</b>	<b>32,126.37</b>	<b>145,000.00</b>	<b>112,873.63</b>	<b>22.2</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>1,011.58</b>	<b>2,705.95</b>	<b>.00</b>	<b>( 2,705.95)</b>	<b>.0</b>



**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2019**

**LANDFILL FUND**

<u>REVENUE</u>	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
55-30-100 INTEREST EARNINGS	.00	.00	500.00	500.00	.0
55-30-200 SALES - LANDFILL	89,479.44	300,405.53	1,257,258.00	858,852.47	23.9
55-30-201 LATE PENALTIES	.00	.00	1,000.00	1,000.00	.0
55-30-205 MISC.REVENUE	.00	.00	2,500.00	2,500.00	.0
55-30-210 TIPPING FEES	10,533.14	35,104.00	135,800.00	100,498.00	25.9
<b>TOTAL REVENUE</b>	<b>100,012.58</b>	<b>335,509.53</b>	<b>1,396,858.00</b>	<b>1,061,348.47</b>	<b>24.0</b>
 <u>SOURCE 36</u>					
55-36-400 SALE OF FIXED ASSETS	.00	.00	155,000.00	155,000.00	.0
55-36-405 RECYCLE	.00	.00	6,000.00	6,000.00	.0
<b>TOTAL SOURCE 36</b>	<b>.00</b>	<b>.00</b>	<b>161,000.00</b>	<b>161,000.00</b>	<b>.0</b>
 <b>TOTAL FUND REVENUE</b>	 <b>100,012.58</b>	 <b>335,509.53</b>	 <b>1,557,858.00</b>	 <b>1,222,348.47</b>	 <b>21.5</b>



**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2019**

**LANDFILL FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>LANDFILL EXPENDITURES</b>					
55-40-100 PERSONNEL SERVICES	13,082.40	37,873.30	211,222.00	173,348.70	17.9
55-40-102 NEW HIRE	80.00	180.00	200.00	20.00	90.0
55-40-105 OVERTIME	1,161.00	2,917.80	7,500.00	4,582.20	39.9
55-40-110 UNIFORM EXPENSE	284.10	837.04	6,000.00	5,082.96	15.8
55-40-130 EMPLOYEE BENEFITS	5,024.14	14,505.70	138,907.00	122,301.30	10.8
55-40-250 ADVERTISING	.00	.00	750.00	750.00	.0
55-40-285 BANK COSTS/FEES	3,249.71	9,410.74	34,500.00	26,089.26	27.3
55-40-280 INSURANCE	.00	1,824.51	6,100.00	4,175.49	31.8
55-40-290 OFFICE SUPPLIES	.00	.00	1,000.00	1,000.00	.0
55-40-337 PROPERTY LEASE	59,579.58	176,738.74	702,955.00	527,216.26	25.0
55-40-340 UTILITIES	1,025.59	3,088.88	21,600.00	18,533.12	14.2
55-40-360 SAFETY EQUIPMENT	.00	.00	400.00	400.00	.0
55-40-390 CONTRACT LABOR	877.30	2,204.82	30,500.00	28,295.38	7.2
55-40-440 POSTAGE	.00	378.37	.00	( 378.37)	.0
55-40-460 MAINTENANCE & SUPPLIES	7,842.82	17,107.89	46,000.00	27,892.31	38.0
55-40-470 VEHICLE EXPENSE	2,494.05	2,807.01	500.00	( 2,307.01)	581.4
55-40-475 FUEL EXPENSE	4,028.58	12,804.48	81,000.00	68,195.52	15.8
55-40-490 COMPUTER EXPENSE	48.88	148.58	3,000.00	2,853.42	4.9
55-40-500 BUILDING MAINTENANCE	.00	.00	250.00	250.00	.0
55-40-510 LAB FEES	.00	2,316.00	7,000.00	4,684.00	33.1
55-40-515 ENGINEERING SERVICES	.00	.00	1,000.00	1,000.00	.0
55-40-518 ADEQ FEES	2,387.53	2,387.53	10,000.00	7,632.47	23.7
55-40-810 EQUIPMENT MAINTENANCE	4,518.30	25,100.79	40,000.00	14,899.21	62.8
55-40-850 PROFESSIONAL SERVICES/AUDIT	812.50	2,437.50	17,875.00	15,437.50	13.8
55-40-880 TRAVEL - TRAVEL/TRAINING	.00	.00	500.00	500.00	.0
55-40-705 CAPITAL LEASE	8,784.69	20,294.07	81,190.00	60,895.93	25.0
55-40-840 LANDFILL CAPITAL OUTLAY	.00	478.38	108,519.00	108,040.65	.4
55-40-855 METHANE MONITORING	.00	1,081.45	2,500.00	1,418.55	43.3
<b>TOTAL LANDFILL EXPENDITURES</b>	<b>112,219.15</b>	<b>338,079.15</b>	<b>1,557,858.00</b>	<b>1,221,778.85</b>	<b>21.8</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>112,219.15</b>	<b>338,079.15</b>	<b>1,557,858.00</b>	<b>1,221,778.85</b>	<b>21.8</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 12,208.57)</b>	<b>( 589.62)</b>	<b>.00</b>	<b>589.62</b>	<b>.0</b>



**TOWN OF HUACHUCA CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2019**

		<b>FUND 88</b>				
		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<b><u>SOURCE 30</u></b>						
<b>86-30-200</b>	<b>HOLIDAY FUND DONATION</b>	.00	2,472.14	2,000.00	( 472.14)	123.6
	<b>TOTAL SOURCE 30</b>	.00	2,472.14	2,000.00	( 472.14)	123.6
	<b>TOTAL FUND REVENUE</b>	.00	2,472.14	2,000.00	( 472.14)	123.6



**TOWN OF HUACHUCA CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2019**

		FUND 88				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
88-40-100	CHILDREN'S FUND GIFTS/FOOD	.00	.00	2,000.00	2,000.00	.0
TOTAL DEPARTMENT 40		.00	.00	2,000.00	2,000.00	.0
TOTAL FUND EXPENDITURES		.00	.00	2,000.00	2,000.00	.0
NET REVENUE OVER EXPENDITURES		.00	2,472.14	.00	( 2,472.14)	.0









Huachuca City Public Library

Huachuca City School

Huachuca City Public Pool

Northgate MHP

My O' Delight

Circle K

Imino Cafe

Maverick Auctions

Alexandra Maholster

Vibe Ryde

Gardner's Garage

New Hope House of Prayer

Huachuca Transfer

50









Via e-mail: [mwilliams@huachucaaz.gov](mailto:mwilliams@huachucaaz.gov)

October 17, 2019

Mr. Matthew Williams, Town Manager  
Town of Huachuca City  
500 N. Gonzales Blvd.  
Huachuca City, Arizona 85616

Re: Placement Agent Engagement Relating to Potential Municipal Securities Transaction for Town of Huachuca City, Arizona \$300,000 (estimated) Pledged Revenue Obligations, Taxable Series 2019

Dear Mr. Williams:

The Town of Huachuca City, Arizona ("Issuer") and Stifel, Nicolaus & Company, Incorporated ("Stifel") are entering into this engagement agreement to confirm that they are engaged in discussions related to a potential issue of (or series of issuances of) municipal securities related to \$300,000 (estimated) Pledged Revenue Obligations, Taxable Series 2019 (the "Issue") and to formalize Stifel's role as placement agent with respect to the Issue.

***Engagement as Placement Agent***

Issuer is aware of the "Municipal Advisor Rule" of the Securities and Exchange Commission ("SEC") and the underwriter exclusion from the definition of "municipal advisor" for a firm serving as an underwriter or a placement agent for a particular issuance of municipal securities. Issuer hereby designates Stifel as a placement agent for the Issue. Issuer expects that Stifel will provide advice to Issuer on the structure, timing, terms and other matters concerning the Issue.

Before Stifel commences its activities as placement agent, the Issuer will be asked to sign a Placement Agent Engagement Agreement in the form attached hereto, providing for more detailed terms of this engagement as well as representations and warranties.

***Limitation of Engagement***

It is Issuer's intent that Stifel serve as placement agent for the Issue, subject to satisfying applicable procurement laws or policies, formal approval by the Town Council of Issuer, and finalizing the structure of the Issue. While Issuer presently engages Stifel as placement agent for the Issue, this engagement letter is preliminary, nonbinding and may be terminated at any time by Issuer, without penalty or liability for any costs incurred by Stifel. Furthermore, this engagement letter does not restrict Issuer from entering into the Issue with other placement agents.

### ***Role Disclosure***

Issuer hereby confirms and acknowledges each of the following concerning the role that Stifel would have as placement agent:

- (1) Municipal Securities Rulemaking Board (“MSRB”) Rule G-17 requires a placement agent to deal fairly at all times with both municipal issuers and investors;
- (2) the placement agent’s primary role is to place securities directly with an investor or investors on behalf of Issuer without first purchasing the securities, and the placement agent has financial and other interests that differ from those of Issuer;
- (3) unlike a municipal advisor, the placement agent does not have a fiduciary duty to Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of Issuer without regard to its own financial or other interests; and
- (4) the placement agent will review the official statement for Issuer’s securities, if any, in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.

### ***Disclosures Concerning the Placement Agent’s Compensation***

The placement agent will be compensated by a fee agreed upon with Issuer in connection with the private placement of the Issue. Payment or receipt of the placement agent fee will be contingent on the closing of the transaction and the amount of the fee may be based, in whole or in part, on a percentage of the principal amount of the Issue. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the placement agent may have an incentive to recommend to Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

### ***Conflicts of Interest Disclosures***

Stifel has not identified any additional potential or actual material conflicts that require disclosure.

### ***Disclosures Relating to Complex Municipal Securities Financing***

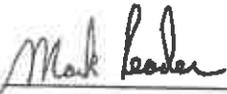
Since Stifel has not recommended a “complex municipal securities financing” to Issuer, additional disclosures regarding the financing structure for the Issue are not required under MSRB Rule G-17.

However, if Stifel recommends, or if the Issue is ultimately structured in a manner considered a “complex municipal securities financing” to Issuer, this letter will be supplemented to provide disclosure of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to us and are reasonably foreseeable at that time.

It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

Sincerely,

Stifel, Nicolaus & Company, Incorporated

By:   
Name: Mark Reader  
Title: Managing Director

The Issuer accepts and acknowledges the foregoing.

Accepted and Executed

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Matthew Williams  
Title: Town Manager  
Town of Huachuca City, Arizona



October 18, 2019

Mayor and Council  
City of Huachuca City, Arizona  
500 Gonzales Blvd.  
Huachuca City, Arizona 85616

Re: City of Huachuca City, Arizona Excise Tax Revenue Obligation, Taxable Series 2019

The purpose of this letter is to set forth the role we propose to serve and responsibilities we propose to assume as special counsel to the City of Huachuca City, Arizona (the "Issuer") in connection with the issuance of the captioned Obligation (the "Obligation") to be issued for the benefit of the Issuer. Special counsel is engaged as a recognized independent expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance or execution and delivery of obligations for political subdivisions and municipalities. As special counsel, we will, with respect to the Obligation, examine applicable law; prepare authorizing and operative documents; consult with the parties to the transaction prior to issuance; review certified proceedings; review legal issues relating to the structure of the issue; obtain from governmental authorities such approvals, rulings, permissions and exemptions as special counsel determines are necessary or appropriate and undertake such additional duties as we deem necessary to render the hereinafter described opinion relating to the Obligation (the "Opinion").

Subject to the completion of proceedings to our satisfaction, we will render the Opinion, opining that the Obligation is a valid and binding, special, limited obligation, executed and delivered pursuant to a First Excise Tax Trust Agreement, and payable from and secured by installment payments to be paid by the Issuer pursuant to a First Excise Tax Purchase Agreement (the "Purchase Agreement"), such installment payments due pursuant to the Purchase Agreement being secured by the revenues described in the Purchase Agreement (subject to certain limitations which will be expressed in the Opinion). The Opinion will be executed and delivered by us in written form on the date the Obligation is exchanged for its purchase price (the "Closing") and will be based on facts and law existing as of its date. In rendering the Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us at the Closing without undertaking to verify the same by independent investigations, and we will assume continuing compliance by the Issuer with applicable laws relating to the Obligation. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Obligation and its security. We will not review the financial condition of the Issuer or the adequacy of the security provided to owners of the Obligation, and we will express no opinion relating thereto.

As special counsel, we will not assume or undertake responsibility for the preparation or review of any disclosure document with respect to the Obligation, nor will we be responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document. However, if a disclosure document will be adopted or approved by the Issuer, our responsibility will include the review of any description therein of (i) Arizona and federal law pertinent to the validity of the Obligation and the tax treatment of interest paid thereon, (ii) the terms of the Obligation, and (iii) the Opinion.

Based upon (i) our current understanding of the terms and structure of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we assume, our fee as special counsel for the Obligation will be \$5,000.00. Our fee is usually paid at the Closing out of proceeds of the sale of the Obligation, and we customarily do not submit any statement until the Closing.

If, for any reason, the execution and delivery of the Obligation is not consummated or is completed without the delivery of the Opinion, we will not expect to be compensated except for "out-of-pocket" expenses.

Not included in the foregoing fee are representation of the Issuer before agencies of the State of Arizona or of the United States; any legal services rendered by us in connection with issuance of the Obligation other than the services specifically described herein and representation of the Issuer in connection with litigation of any kind. We will be entitled separately to fees and expenses involved in connection with any such matter. These fees will be based upon the hourly rates normally charged by us, depending upon the attorney doing the related work.

With respect to our representation, the Issuer is our client, and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel, as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bound counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Opinion.

From time to time, we represent and consult with other issuers of municipal bonds, purchasers or investment banks, commercial bankers and financial advisors and other persons active in public finance on a variety of issues. You acknowledge and consent to such representations in transactions unrelated to execution and delivery of the Obligation. None of our representation of the Issuer or such additional relationships or prior consultations will affect, however, our responsibility to render the Opinion objectively.

The attorney-client relationship created by this engagement letter will be concluded upon the execution and delivery of the Obligation.

After the Closing, we will prepare and send to you a transcript of proceedings and documents. We will maintain the documents you give us in our client file for this engagement. At the conclusion of the engagement (or earlier, if appropriate), you will advise us which, if any, of the documents in our files you want given to you. We will retain those documents not given to you and ultimately destroy them in accordance with our record retention practice then in effect. We may also retain copies of documents we give you.

We have not given you any assurance or guarantee concerning the outcome or success of this engagement or our services, and have not accepted any contractual obligation in that regard. We also have not made any representation or warranty to you other than as may be expressly stated herein and thus have not done so as to whether our services will result in a benefit or recovery for you or, if they do, as to nature, amount or value thereof.

We will likely use third-party "cloud" services for your data and the data of other parties during and after our representation of you, which we believe provide enhanced data accessibility. We have ISO 27001:2013 data security certification, and we use only services who we believe have the same or better security than us. Cloud services do not guaranty immunity from invasion or misuse, and no one fully knows the capabilities of hackers, now or in the future. We believe though that the "cloud" services we use have "state-of-the-art" data protections and provide appropriate security protections for the confidentiality of data without significant risk of inappropriate access. We believe they also have the ability to take advantage of future security developments. We require that those cloud services employ data encryption, password protection, access verification, firewalls, antivirus software, intrusion detection and system monitoring as well as assurance of adherence to applicable data privacy and security laws. Your assent hereto confirms your consent to our using such cloud services for your data. If you do not consent, please strike through this subparagraph and initial that change in the margin.

If you request a copy of a portion or all of our files for this engagement, whether before or after the end of our representation, and if a substantial amount of material is being provided, we may, at our option, bill for the reasonable costs of copying, assemblage and delivery of such materials; and, if billed, you will pay that.

Personal data of individuals located in the European Economic Area ("EEA") is protected by the European Union's General Data Protection Regulation ("GDPR"), similar legislation by other EEA states, and other privacy laws applicable to it. Personal data is broadly defined in the GDPR and includes identification and other information about oneself such as without limitation national identity numbers (similar to US social security numbers), personal addresses, online names, account numbers, physical and mental health and cultural and social identity. If you give

us such personal data of anyone or access to it, we will rely that you are entitled to do so under Articles 6 to 11 of the GDPR or other applicable statutory provisions. Your assent hereto constitutes your representation and warranty that you are entitled to provide such data and that you will comply or, if such data has been given, have complied with or are exempt from any notification or other requirements applicable to doing so.

You will pay the hourly fees and expenses incurred if we are required to participate in a future inquiry, investigation or proceedings arising out of or in connection with this engagement, including without limitation producing documents, seeking to claim or defend any attorney-client privilege or giving evidence at an inquiry.

Many but not all of our communications with you will be subject to the attorney-client privilege, if any, of the jurisdictions involved. Subject to and as provided in applicable ethical rules, we will seek to maintain that privilege unless you instruct or consent otherwise. You will advise us if your communications with us are subject to any other privilege or confidentiality agreement so that we may take appropriate steps to comply with them.

We have an Office of Firm Counsel (or General Counsel office) which provides legal advice to our attorneys and staff. We consider and intend the communications between attorneys in that office and our personnel seeking or containing possible legal advice and any legal advice given by that office to be subject, to the maximum extent available under ethical rules and law, to an attorney-client privilege between us and those persons and not subject to any fiduciary or other duty we have to you. As a result, we are proceeding on the understanding that we are not and will not be obligated to tell you of those communications or disclose their content and that advice and that, in any proceeding between us, they will not be discoverable by you. Your assent hereto confirms your assent and consent to that privilege and to your not being entitled to disclosure of those communications and that advice.

This engagement may not be changed, amended or otherwise modified, in whole or in part, except in a writing executed by both of us. No unilaterally proposed or announced change, supplementation, interpretation, guideline or other statement or pronouncement (by either, you or us), whether inconsistent with any provision hereof or otherwise, will be effective or binding or will otherwise suffice to modify or add hereto unless accepted in writing by the other of us and/or, as applicable, any other person or entity sought to be bound or otherwise affected by it.

No waiver of any of the provisions hereof will be effective or binding unless made in writing and signed by whoever is claimed to have given the waiver.

If any provision hereof is found to be unenforceable, invalid or illegal, it shall be automatically amended and interpreted in such manner as to be enforceable, valid and legal to the maximum extent possible to fulfill the intent of such provision. The validity or enforceability of

the remainder hereof shall not be affected by the invalidity, unenforceability or illegality of any provision unless that negates the material core of this engagement (e.g. our provision of legal services on agreed economic terms).

This contains and sets forth the entire understanding between us and supersedes all prior or other agreements, understandings, writings, pronouncements (written and oral) that may exist or have existed or be promulgated as to this engagement. Neither of us has relied on any representation, warranty or other statement or promise concerning this engagement which is not stated in this writing.

All of the rights and obligations of either of us arising hereunder or related hereto are and will be governed by the laws of the State of Arizona, irrespective of conflicts of law principles that might otherwise apply.

If and to the extent permissible, the ethics rules of the jurisdiction in which we provide services as to this engagement govern and will alone govern and alone apply to the conduct by us hereunder.

This engagement may be terminated by you or by us at any time, in which event we shall be paid for any "out-of-pocket" expenses incurred to the date of termination.

To the extent applicable by provision of law, we acknowledge that this engagement is subject to cancellation pursuant to Section 38-511, Arizona Revised Statutes, the provisions of which are incorporated herein. This engagement will be solely for the benefit of the Issuer and its Mayor and Council, and no other person may acquire or have any right hereunder or by virtue hereof.

This agreement will become effective and govern our relationship as to it upon our rendering of any services for you as provided hereby. Subject only to possible obligations under ethical rules or law, we will have no continuing obligation to you concerning this engagement after it is ended. Our representation of you thus does not constitute or include an obligation to advise you or represent you after this engagement is ended including without limitation in later proceedings or as to subsequent requirements you may have concerning this matter or later legal or other developments that might have a bearing on your affairs or this matter.

If the foregoing terms of this engagement are acceptable to you, please so indicate by returning a copy hereof signed by you, retaining a copy for your files. Execution may be in counterparts, which shall constitute together one and the same instrument. Electronic, portable document format (pdf) and facsimile signatures shall be as effective as original ink signatures.

Very truly yours,

Mayor and Council  
City of Huachuca City, Arizona  
October 18, 2019  
Page 6

Paul Gales

Mayor and Council  
City of Huachuca City, Arizona  
October 18, 2019  
Page 7

The foregoing is hereby accepted on behalf of the Issuer, by the undersigned, who has been duly authorized so to execute the same.

Dated: ....., 2019

.....

Printed Name:.....

Title:.....





## ALTA Commitment for Title Insurance

Issued by Old Republic National Title Insurance Company

### NOTICE

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 Months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued through the Office of:

**Pioneer Title Agency, Inc.**

580 E. Wilcox Dr.  
Sierra Vista, AZ 85635

Authorized Signatory

Old Republic National Title Insurance Company  
400 Second Avenue South  
Minneapolis, Minnesota 55401

By  **President**  
Attest  **Secretary**

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.*

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*

- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(I) through 5(a)(III) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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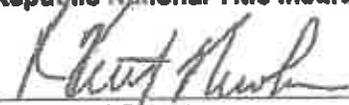
**SCHEDULE A**

**AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

1. Commitment Date: **September 25, 2019 at 7:30 AM**
2. Policy to be issued:
  - (a) **ALTA Owners Policy (6/17/06) Standard Coverage**  
Proposed Insured: **Town of Huachuca City, a Body Politic**  
Proposed Policy Amount: **\$300,000.00**
  - (b) **None**  
Proposed Insured:  
Proposed Policy Amount: **\$0.00**
  - (c) **None**  
Proposed Insured:  
Proposed Policy Amount: **\$0.00**
3. The estate or interest in the Land described or referred to in this Commitment is:  
**Fee simple**
4. Title to the estate or interest in the Land is at the Commitment Date vested in:  
**ME Management LLC, an Arizona Limited Liability Company**
5. The Land is described as follows:  
**See Exhibit A attached hereto and made a part hereof.**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.*

Old Republic National Title Insurance Company

By: 

Authorized Signature

Examined by: **Susan Tawney**

**EXHIBIT A  
LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COCHISE, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

**PARCEL I:**

Lots 1 and 2, Block 7, HUACHUCA VISTA, according to Book 3 of Maps, page 124, records of Cochise County, Arizona.

**PARCEL II:**

That portion of abandoned Arizona Street, abandoned by Resolution No. 86-001 recorded in Document No. 8604-07995 and re-recorded in Document No. 8607-15550, lying within Block 9 of HUACHUCA VISTA, according to Book 3 of Maps, page 124, records of Cochise County, Arizona, described as Parcels A, and B, as follows:

- a) BEGINNING at the Northwest corner of Lot 1, Block 7 of said HUACHUCA VISTA;  
thence South 17° 24' East coincident with the West line of said Lot 1 a distance of 75.00 feet;  
thence South 72° 36' West a distance of 25.00 feet;  
thence North 17° 24' West a distance of 75.00 feet;  
thence North 72° 36' East a distance of 25.00 feet to the POINT OF BEGINNING.
- b) BEGINNING at the Northwest corner of Lot 2, Block 7 of said HUACHUCA VISTA;  
thence South 17° 24' East coincident with the West line of said Lot 2, a distance of 55.00 feet;  
thence South 72° 36' West a distance of 25.00 feet;  
thence North 17° 24' West a distance of 55.00 feet;  
thence North 72° 36' East a distance of 25.00 feet to the POINT OF BEGINNING.

**PARCEL III:**

That portion of Lots 3 and 4, SECTION 5, TOWNSHIP 21 South, RANGE 20 East of the Gila and Salt River Base and Meridian, Cochise County, Arizona, described as follows:

COMMENCING at the Southeast corner of Section 31, Township 20 South, Range 20 East of the Gila and Salt River Base and Meridian, Cochise County, Arizona;

thence South 5728" West 1802.61 feet to a point on the Southerly line of said lands, at the Easterly line of the SR-90 Highway Access Road, as shown on the amended HUACHUCA VISTA SUBDIVISION, according to Book 3 of Maps, page 124, records of Cochise County, Arizona;

thence North 1700" West 100.00 feet along said Easterly line to the TRUE POINT OF BEGINNING;

Old Republic National Title Insurance Company – issued by

**Pioneer Title Agency, Inc.**

Order No. 70104274-001-J24

Your No.: SKT\sgl\

**EXHIBIT A**

(Continued)

thence North 7200" East 100.00 feet;  
thence North 1700" West 107.00 feet to a point on the Northerly line of said lands, said line being also the Southerly line of said amended HUACHUCA VISTA SUBDIVISION;  
thence South 7200" West 100.00 feet along said Northerly line;  
thence South 1700" East 107.00 feet along the aforesaid Easterly line of the SR-90 Highway Access Road, to the POINT OF BEGINNING.

**SCHEDULE B-I  
ALTA COMMITMENT**

**REQUIREMENTS**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. We find no open deeds of trust of record. Please provide written verification by the principals and/or their agents that the subject property is free and clear of any voluntary encumbrances and advise the Title Department accordingly prior to close of escrow.
6. PAY first installment 2019 taxes. Parcel No. 106-48-143-6, plus interest if any.
7. PAY first installment 2019 taxes. Parcel No. 106-47-020D-5, plus interest if any.
8. FURNISH copy of filed Articles of organization of the limited liability company named below which states whether said limited liability company is member managed or manager managed:  
  
ME Management LLC, an Arizona Limited Liability Company
9. SUBMIT fully executed copy of the Operating Agreement (and all amendments) of the limited liability company named below for examination. The right is reserved to make additional requirements upon said examination.  
  
ME Management LLC, an Arizona Limited Liability Company  
  
- or in lieu thereof  
  
Furnish copy of Certification of No Operating Agreement and Resolution of Authority.  
  
The right is reserved to make additional requirements upon examination of the above.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*

**Pioneer Title Agency, Inc.**

Order No. 70104274-001-J24

Your No.: SKT\sg\

**SCHEDULE B-I  
Requirements  
(Continued)**

- 10. RECORD certified copy of Ordinance of Town of Huachuca City authorizing execution and delivery of all instruments necessary to consummate this transaction.
- 11. RECORD Deed from ME Management LLC, an Arizona Limited Liability Company to Town of Huachuca City, a Body Politic.

COMPLIANCE with ARS 11-1133, which states essentially that an affidavit must be completed by a seller and a buyer and appended to a deed or contract for the sale of real estate which is presented for recording.

NOTE: The Company hereby informs the parties that it has not made a determination of whether or not this transaction is subject to the provisions of ARS 33-422 entitled "Land divisions; recording; disclosure affidavit"; and ARS 11-809 entitled "Review of land divisions; definitions." It will be the responsibility of the parties to make this determination therefore, the Company assumes no liability with respect to these matters.

**TAX NOTE:**

Year	2019
Parcel No.	106-48-143-6
Total Tax	\$5,870.82
First Half	\$2,935.41, plus interest if any
Second Half	\$2,935.41

**TAX NOTE:**

Year	2019
Parcel No.	106-47-020D-5
Total Tax	\$185.40
First Half	\$92.70, plus interest if any
Second Half	\$92.70

PRIOR to recording, obtain current tax information from:

Cochise County Treasurer  
1415 W. Melody Lane, Ste E  
Bisbee, AZ 85803  
520-432-8400  
<https://www.cochise.az.gov/treasurer/home>

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Old Republic National Title Insurance Company – Issued by

**Pioneer Title Agency, Inc.**

Order No. 70104274-001-J24

Your No.: SKT\sgl\

**SCHEDULE B-I  
Requirements  
(Continued)**

**Note: Pursuant to Arizona Revised Statutes 11-480, effective January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:**

- **Print must be ten-point type (pica) or larger.**
- **Margins of at least one-half inch along the left and right sides one-half inch across the bottom and at least two inches on top for recording and return address information.**
- **Each instrument shall be no larger than 8 ½ inches in width and 14 inches in length.**

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**END OF SCHEDULE B, PART I-REQUIREMENTS**

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**SCHEDULE B-II  
ALTA COMMITMENT**

**EXCEPTIONS**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
3. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

(Note: The above Exceptions Nos. 2 through 6, inclusive, will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Plain Language Policy, A.L.T.A. Homeowner's Policy, A.L.T.A. Expanded Coverage Residential Loan Policy and any short form versions thereof. However, the same or similar exception may be made in Schedule B of those policies in conformity with the remaining Exceptions of this Commitment shown below.)

7. TAXES AND ASSESSMENTS collectible by the County Treasurer, a lien payable but not yet due for the following year:

Second half of 2019

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**SCHEDULE B-II**  
**Exceptions**  
(Continued)

**The Following Affects Parcels I and II**

8. Easements and rights incident thereto, as set forth in instrument:

Recorded in Docket	8
Page	26
Purpose	natural gas lines

9. Easements and rights incident thereto, as set forth in instrument:

Recorded in Docket	591
Page	465
Purpose	maintain sewer lines

10. Easements as shown on the recorded plat of said subdivision.

11. Restrictions, Conditions, Covenants, Reservations, including but not limited to any recitals creating easements, liabilities, obligations or party walls, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin contained in instrument:

Recorded in Docket	109
Page	195
Recorded in Docket	1843
Page	117

12. Any private rights or easements on, under and across those portions of said land lying within the road, street or alley abandoned by Resolution or Ordinance:

Recorded in Document No.	8600-07995
Re-Recorded in Document No.	8607-15550

13. Matters contained in the following document, relating to Restricted Air Space and Military Airport recorded in Document No. 2008-32809.

14. MATTERS SHOWN ON SURVEY:

Recorded in Book	46 of Surveys
Page	8

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**SCHEDULE B-II**

**Exceptions**

(Continued)

**The Following Affects Parcel III**

15. Easements and rights incident thereto, as set forth in instrument:

Recorded in Book	118, Deeds of Real Estate
Page	401
Recorded in Book	118, Deeds of Real Estate
Page	425
Purpose	public highway

16. Easements and rights incident thereto, as set forth in instrument:

Recorded in Book	133, Deeds of Real Estate
Page	461
Recorded in Book	141, Deeds of Real Estate
Page	172
Purpose	pipeline

17. Easements and rights incident thereto, as set forth in instrument:

Recorded in Docket	901
Page	531
Purpose	highway

18. Matters Shown on Survey:

Recorded in Book	8 of Surveys
Page	6
Recorded in Book	8 of Surveys
Page	45

19. Easements and rights incident thereto, as set forth in instrument:

Recorded in Document No.	0406-18230
Purpose	utility right of way

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**SCHEDULE B-II**  
**Exceptions**  
(Continued)

20. Easements and rights incident thereto, as set forth in instrument:

Recorded in Document No.	2008-23481
Purpose	underground electric right-of-way easement

21. Matters contained in the following document, relating to Restricted Air Space and Military Airport recorded in Document No. 2008-32809.

22. Matters Shown on Survey:

Recorded in Book	46 of Surveys
Page	8

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**END OF SCHEDULE B, PART II – EXCEPTIONS**

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# Pioneer Title Agency, Inc.



## WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and employment information</li> <li>• Mortgage rates and payments and account balances</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Questions

Go to [www.oldrepublictitle.com](http://www.oldrepublictitle.com) (Contact Us)

# Pioneer Title Agency, Inc.

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <a href="http://www.OldRepublicTitle.com/newnational/Contact/privacy">http://www.OldRepublicTitle.com/newnational/Contact/privacy</a> .
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Give us your contact information or show your driver's license</li> <li>• Show your government-issued ID or provide your mortgage information</li> <li>• Make a wire transfer</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</p>

Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i></li> </ul>
<b>Non-affiliates</b>	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title does not share with non-affiliates so they can market to you</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title doesn't jointly market.</i></li> </ul>

# Pioneer Title Agency, Inc.

## Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at [www.oldrepublictitle.com](http://www.oldrepublictitle.com) and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

## Affiliates Who May be Delivering This Notice

<b>American First Abstract, LLC</b>	<b>American First Title &amp; Trust Company</b>	<b>American Guaranty Title Insurance Company</b>	<b>Attorneys' Title Fund Services, LLC</b>	<b>Compass Abstract, Inc.</b>
<b>eRecording Partners Network, LLC</b>	<b>Genesis Abstract, LLC</b>	<b>Kansas City Management Group, LLC</b>	<b>L.T. Service Corp.</b>	<b>Lenders Inspection Company</b>
<b>Lex Terrae National Title Services, Inc.</b>	<b>Lex Terrae, Ltd.</b>	<b>Mara Escrow Company</b>	<b>Mississippi Valley Title Services Company</b>	<b>National Title Agent's Services Company</b>
<b>Old Republic Branch Information Services, Inc.</b>	<b>Old Republic Diversified Services, Inc.</b>	<b>Old Republic Exchange Company</b>	<b>Old Republic National Title Insurance Company</b>	<b>Old Republic Title and Escrow of Hawaii, Ltd.</b>
<b>Old Republic Title Co.</b>	<b>Old Republic Title Company of Conroe</b>	<b>Old Republic Title Company of Indiana</b>	<b>Old Republic Title Company of Nevada</b>	<b>Old Republic Title Company of Oklahoma</b>
<b>Old Republic Title Company of Oregon</b>	<b>Old Republic Title Company of St. Louis</b>	<b>Old Republic Title Company of Tennessee</b>	<b>Old Republic Title Information Concepts</b>	<b>Old Republic Title Insurance Agency, Inc.</b>
<b>Old Republic Title, Ltd.</b>	<b>Republic Abstract &amp; Settlement, LLC</b>	<b>Sentry Abstract Company</b>	<b>The Title Company of North Carolina</b>	<b>Title Services, LLC</b>
<b>Trident Land Transfer Company, LLC</b>				

# Pioneer Title Agency, Inc.

Commitment to Service

## Privacy Policy Statement

The Financial Services Modernization Act, known as the Gramm-Leach-Bliley Act, requires us to explain to our customers the ways in which we collect and use customer information.

### We are committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with your personal and/or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, Pioneer Title Agency, Inc. has adopted this Privacy Policy to govern the use and handling of your personal information.

### Personal Information Collected

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

### Use of Information

We may disclose the above information (excluding information we receive from consumer or other credit reporting agencies) about our customers or former customers to our affiliates or nonaffiliated third parties as permitted by law. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

### Links to Other Websites

Our websites contain links to websites that are provided and maintained by third parties and that are not subject to our Privacy Policy Statement. Please review the privacy policy statements on those websites. We make no representations concerning and are not responsible for any such third party websites or their privacy policies or practices.

### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees to ensure that your information will be handled responsibly and in accordance with the Privacy Policy Statement. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**



## Town Manager's Report

October 15, 2019

Dusk till Dawn- Pioneer title is working on the escrow, title and critical dates documents. Town staff is currently working on financing options.

School Road Solution- Town staff met with Superintendent Devere to find solutions for the school road issue. These options will be included in the HURF RFP.

Christmas Lights/Flags- The Town's permit for Christmas lights and American flags along hwy 90 has been approved by ADOT. The following businesses have agreed to sponsor a Christmas light:

- Whetstone Fire
- JD Rock & Sand
- Mr. Shed
- M&M Powdercoating

HURF RFP- The Town will be accepting bids for a list of HURF funded projects from November 12, 2019 to December 6, 2019. Bids will be presented to Council at the December 12<sup>th</sup> Council meeting.

FY 2018-19 Audit presentation- Town auditors are planning to present the FY 2018-19 audit presentation at the December 12<sup>th</sup> Council meeting.

Emergency Signal RFP- The Town is now accepting bids on the emergency signal project. The RFP is open for bid from October 15-November 15, 2019. Bids will be presented to Town Council at the December 12<sup>th</sup> Council meeting.

Roll-off Truck Purchase- The Town has purchased a 2001 Freightliner roll-off truck for a total of \$31,500. This purchase was paid for with Landfill surplus funds. Having this truck will save the Town roughly \$1500 monthly in roll-off relocation fees.

Town staff phones- Town staff phones have been upgraded at no cost to the Town. The prior phones will be surplus sold on [Publicsurplus.com](http://Publicsurplus.com)

Veteran's Day Holiday- Town offices will be closed for Veteran's Day on Monday, November 11, 2019. Thank you to all of our veterans who have served our country!

Public Surplus Updates- For calendar year 2019 the Town has sold \$14,710 in police impounds and \$176,674 in Town equipment. Please see attached sheets for more information.

NextGen Conference- The Town Manager will be speaking at the NextGen Conference on November 6 in Tucson. This conference is for municipal staff training to be city managers. The City Manager's from Apache Junction and Oro Valley will also be speaking.

### Upcoming Meetings-

- Thursday, October 24 6pm Council Work session- Chapter 16 & Town planning goals

- Thursday, October 24 7pm Council meeting

#### **Town Clerk-**

- Going through the towns vehicle lists/titles and updating it
- Setting up the Mayor's/Manager's meeting was fun. Had people from, Bisbee, Tombstone, Sierra Vista, Wilcox, Benson, Douglas, and Huachuca City and had representatives from McSally's office and Senator Sinema's office.
- Working with the code company to make sure we are up to date online.
- Making sure any approved ordinances get published and sent off to the code company.
- Working on the Parade route for the Christmas Parade.
- Attending elections training in December

#### **Finance Clerk's**

- Total Bank Balance as of October 15, 2019 is \$ **891,488.89**
  - a. Operating Account \$ 329,194.96
  - b. Basic Business Checking with Interest \$ 25,809.16
  - c. General Fund \$ 9,123.94
  - d. Water Savings \$ 53,614.46
  - e. Sewer Savings \$ 37,812.88
  - f. HURF Savings \$ 59,897.68
  - g. Landfill Savings \$ 141,876.47
  - h. State Infrastructure Fund \$ 197,802.20
  - i. Police Car Savings \$ 33,885.00
  - j. Holiday Basket Savings \$ 2,472.14

#### **Police-**

Attn: Town of Huachuca City Council, Staff and Citizens  
Report Number: 10-16-2019

Hello Team, here are some updates on your Police Department, Records Department and Animal Control Officers.

HCPD is down an officer who is currently on Light Duty Status. He is expected to return to full duty status soon. A Compressor & Battery Charger have been purchased to effect the removal

of Impound Vehicles that have been bought on line through the surplus program. The battery charges works great!

HCPD will work with the residents to come into Town Code compliance. This is an on-going opportunity to educate our citizens on what has changed and future expectations. Title 16 should be ready to roll out soon and should supply consistency to the process. Staff continues to identify issues with SEACOM and work with their staff to resolve these issues. Line of Sight (Radio Communications) for the Tower is an issue that will be worked on with Town staff and SEACOM. HCPD will explore the option of moving our repeater to the Tower on Skyline. The ride along program proved to be successful per the feedback from SEACOM supervisor.

Records:

Paul and Brandye continue to evolve our front desk operation. SEACOM has recently requested that we take walk in traffic to determine if the individual has a records need or requires police contact. HCPD will be waiting on feedback to see if this is helpful to SEACOM Operations.

Animal Control:

Currently, the Animal Shelter carry's two Part Time employees.

Your two remaining ACO's are Rebecca Sizemore and Gerald Hursh.

Your Animal Shelter continues to experience great challenges over the coming months. The Shelter has recently experienced a Bee infestation. These bees were relocated at no expense to the city. Rebecca Sizemore completed her training in Florida (Scholarship). The animals will continue to be transported to the Sierra Vista Animal Shelter by our Animal Control Officers. Thank you!

Whetstone Fire-No report provided

Library Report-

1. During the month of September 1,595 people visited the library. This includes over 282 people who came in to use the computer and 111 children/adults who attended library events/programming.
2. Digital History Project Status Update: We have scheduled several oral histories and identified several more potential interviewees. Still need old photographs of the town.
3. Looking for members of the community to be on the Huachuca City Complete Count Committee. There will be training for committee members on Oct 24 in Sierra Vista.
4. The Library continues one-on-one computer assistance on Wed and Thu from 1pm-3pm.
5. Our Spotlight on Speakers program is in full swing. I have attached a copy of the upcoming presentations as well as a schedule of our after-school children's programs.
6. A representative from the Area Agency on Aging will be at the library on Oct 24 and 31 to answer questions and help with enrollment. Medicare Open Enrollment is Oct 15 through Dec 7.

7. The library has teamed up with the Masonic Lodge for a Bikes for Books reading program. We have coordinated with the school to identify the children in each grade who read the most (or are the most improved readers) throughout the month of November. Those children will receive a new bike courtesy of the Lodge.

8. We received a mini-grant--\$300 worth of books to give away--for special programming to celebrate the anniversary of the Women's Suffrage Movement. Programming is tentatively scheduled for this spring.

9. The library is collaborating with the University of Arizona Cooperative Extension to establish a Healthy Ambassador Program. The program is for teens who want to encourage healthy habits in their community. Sign-ups will be on Nov 7<sup>th</sup> at the Library.

### **Senior Center Report – 15 October 2019**

1. Planning meetings are held the 2<sup>nd</sup> Tuesday of each month. Have been well attended.
2. The center is currently open from 8:30 – 2 on Wednesdays and Fridays. Will expand in December to include Thursdays. This Wed, 25 people visited the Center. Lots of positive comments.
3. Our first Senior Game night was on Oct 17<sup>th</sup>. Future game nights will be on the 1<sup>st</sup> and 3<sup>rd</sup> Thursdays of the month.
4. There will be a healthy eating class at the Senior Center Tuesdays and Thursdays in November. In addition, an Area Agency on Aging class, Scam-Jam, is scheduled for Dec 14<sup>th</sup>. The class educates senior citizens on phone/email scams.

### **UPCOMING EVENTS**

- |                           |  |
|---------------------------|--|
| <b><u>Sat, Oct 19</u></b> | <b>Friends Book Sale, 10 am – 2 pm, @ Connex next to Library</b>       |
| <b><u>Thu, Oct 24</u></b> | <b>Census Training, 9 am – 1 pm, Cochise College, Sierra Vista</b>     |
| <b><u>Thu, Oct 24</u></b> | <b>Spotlight on Speakers: Fort Huachuca 1877 @ 10 am @ Town Hall</b>   |
| <b><u>Thu, Oct 24</u></b> | <b>Healthy Eating “Blue Zone” Diet @ 10 am @ Senior Center</b>         |
| <b><u>Thu, Oct 24</u></b> | <b>Medicare Counselor @ 11 am @ Library</b>                            |
| <b><u>Thu, Oct 24</u></b> | <b>Council Meeting @ 7 pm @ Town Hall</b>                              |
| <b><u>Fri, Oct 25</u></b> | <b>Senior Center Open House, 3 pm – 6 pm</b>                           |
| <b><u>Sat, Oct 26</u></b> | <b>Animals, Hauntings &amp; Psychic Awakenings, 10:30 am @ Library</b> |
| <b><u>Thu, Oct 31</u></b> | <b>Trunk or Treat, 6:00 pm – 8:00 pm @ Senior Center Parking Lot</b>   |
| <b><u>Mon, Nov 4</u></b>  | <b>Healthy Huachuca Meeting @ 5:30 pm</b>                              |

- Wed, Nov 6                    **Chiricahua Mobile Health Clinic, 8:30 am to 4:30 pm**
- Nov 6-8                    **Arizona Library Association Conference in Tucson**
- Thu, Nov 7                    **Spotlight on Speakers: Who Are You? Genealogy, 10 am @ Town Hall**
- Mon, Nov 11 **Town Offices Closed for Veterans Day**
- Thu, Nov 14 **Council Meeting @ 7 pm @ Town Hall**
- Sat, Nov 16                    **Friends Book Sale, 10 am – 2 pm, @ Conex next to Library**
- Wed, Nov 20 **Chiricahua Mobile Health Clinic, 8:30 am to 4:30 pm**

**Public works Foreman/Landfill-** (no report as yet provided)

**BUILDING OFFICIAL**

**Building Dept.**

A total of 11 (37 YTD) permits were issued for the 3<sup>rd</sup> quarter of 2019 for a total valuation of \$43,647.32 (\$305,496.21 YTD). \$1,459.50 (\$9,234.63 YTD) were collected in fees. The breakdown of the 3<sup>rd</sup> quarter permits are as follows:

Roof Repairs/Replacement	3	
Shed Installations	2	
Residential Electrical Upgrades		2
Residential HVAC Upgrade	1	
Carport Canopy		1
Gas Pressure	1	
Residential Remodel	1	

**Zoning Dept.**

While the Planning and Zoning Commission is in the midst of updating the commercial uses in the zoning code, Mr. Benavidez has requested that they review a model ordinance suggested by the League of Cities for cultivation and sale of Hemp. They had their first look at the suggested regulations at their October meeting. The timeline for adoption of the regulations is as follows:

- November 6, 2019                    P&Z will review hemp ordinance and make any additional changes as necessary. P&Z will also schedule the public hearing for January 2020.

December 4, 2019	P&Z will approve final draft of ordinance.
Dec. 2019 – Jan. 2020	Town will conduct required Public Input Process between December meeting and January public hearing. More than likely it will be done online. If there is an overwhelming response, then a public neighbor-hood meeting will be held. Results of this public input process will be presented to P&Z at the January 2020 public hearing.
January 2020	P&Z will conduct the required public hearing for the proposed hemp regulations. Public hearing results and P&Z recommendations will be sent to Council for approval.
January 23, 2020	1 <sup>st</sup> reading of ordinance at Council meeting.
February 13, 2020	2 <sup>nd</sup> reading of ordinance at Council meeting

**SVMPO/SLRP/TAC-**

**SEACOM**-SEACOM is doing well financially, and is currently projected to run a budget surplus for FY 19-20. SEACOM is currently looking to hire multiple dispatchers, and expects a SEACOM director to be hired this fall. Huachuca City will be hosting the SEACOM meeting on November 14, 2019 at 8am for Operations and 9am for JPA. The public is as always invited to attend.

**Salvation Army**-The Town Manager is now serving on the Salvation Army Board of Directors. In a large procedural change, for the 1<sup>st</sup> time in the holiday season 2019 donations can be given to kettles via debit card/or credit. NFC systems from cell phones will also be used. Watch for this program to roll out with local bellringers. Cash and checks will be taken as always.

**GOHS DUI****Date**

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<b>Award Amount</b>	<b>20,158.00</b>	<b>Amount Reimbursed</b>	
<b>Amounts Expended</b>	<b>1,078.98 yr to date</b>		<b>1,078.98</b>
	<b>689.47 5/1/2019</b>		<b>689.47</b>
	<b>1,612.74 jul &amp; Aug sent 10/16</b>		

**Grant Balance**                      **16,776.81**

**Total Reimbursements**                      **1,768.45**

**Date**

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yr to date  
9/9/2019

**Stone Garden****Date**

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<b>Award Amount</b>	<b>79,100.00</b>	<b>7/1/2019</b>	<b>Amount Reimbursed</b>	
<b>Amounts Expended</b>	<b>44,090.70</b>	<b>yr to date</b>		<b>44,090.70</b>
	<b>2,213.37</b>	<b>8/15/2019</b>		<b>2,213.37</b>
	<b>1,170.35</b>	<b>8/29/2019</b>		<b>1,170.35</b>
	<b>1,324.88</b>	<b>9/12/2019</b>		

**Grant Balance**                      30,300.70

**Total Reimbursements**                      47,474.42

**Date**

9/6/2019  
10/1/2019

**GOHS Speed Enforcement      Date**

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**Award Amount      13,604.00**

**Amount Reimbursed**

**Amounts Expended**

**2,441.25**

**2,441.25**

**Grant Balance      11,162.75**

**Total Reimbursements      2,441.25**

**Date**

**6/27/2019**

**Police Surplused Vehicles 1/1/19-12/31/19**

	<b><u>Sale Price</u></b>	<b><u>Date Sold</u></b>
1992 Mazda Truck	520	6/30/2019
2007 Chevy Impala	1075	6/30/2019
2006 Dodge Caravan	445	6/30/2019
2001 Dodge Caravan		7/11/2019
2005 Dakota ACO	2650	7/22/2019
1991 Buick Park Avenue		
2001 Infiniti QX4	500	8/3/2019
1969 Winnebago RV	122	8/29/2019
2003 Chrysler Sebring	250	9/23/2019
2013 Dodge Avenger	2050	9/23/2019
2005 Pontiac Sunfire	1325	9/23/2019
2001 Oldsmobile Alero	1025	9/23/2019
2003 Honda Odyssey	1525	9/23/2019
2002 KIA Van	750	9/30/2019
2004 Chevrolet Cavalier	250	9/30/2019
1998 Chevrolet Cheyenne 4x4	1125	9/30/2019
2001 Ford Taurus	760	10/2/2019
2003 Dodge Dakota		
2002 Chrysler Town & Country	338	10/12/2019
1995 Plymouth Voyager	0	

**Total****\$14,710**

**VIN #**

**JM2UF1133N0300259**

**2G1WB58K279343554**

**2D4GP44L36R860885**

**1B4GP25B01B260692**

**1D7HE48N45S329457**

**1G4CW53L3M1663377**

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**1C3CDZAB1DN537205**

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**1G3NL52E81C174773**

**5FNRL186X3B105843**

**KNDUP131926213892**

**1G1JF52F347316094**

**1GCEK14WXWZ140727**

**1FAPP55U31A128491**

**1D7HL38N43S382270**

**2C4GP44392R605939**

**1P4GH54L8SX581813**

**Notes**

Not paid for-to be relisted

To be scrapped

**Town Surplused Vehicles 1/1/19-12/31/19**

	<b><u>Sale Price</u></b>	<b><u>Date Sold</u></b>
2005 Ford F250	2400	1/18/2019
1996 Dodge Dump	2600	1/18/2019
2006 International 4400 Ice Truck	12300	1/18/2019
1975 Tilt trailer	1925	1/18/2019
2002 GMC Garbage Truck	15600	1/25/2019
1994 GMC Garbage Truck	2146	1/25/2019
96 gallon can lot	1025	2/12/2019
300 gallon can lot	5400	2/12/2019
Diesel additive lot	124	4/4/2019
John Deere 550B Dozer	11100	4/4/2019
Flip Phones	227	4/8/2019
Lot of phones	273	4/8/2019
Samsung J3 Smart phones	504	4/8/2019
Samsung G530T Smart phones	477	4/8/2019
Note 5 phones	265	4/8/2019
1993 Case 1845C Skidsteer	5450	4/9/2019
Caterpillar 623 Scraper	65000	4/9/2019
2018 Chevrolet Silverado	27100	5/23/2019
Lot of hotspots	139.5	4/19/2019
Evaporator Cooler	61.99	4/24/2019
Lot of phones	266	4/29/2019
1986 Ford Dump truck	2325	7/18/2019
2005 Dodge Dakota ACO	2650	7/22/2019
Caterpillar 966 forks	2000	7/25/2019
Caterpillar 613 Water Wagon	15000	8/17/2019
Ladder Trailer	316	10/9/2019
1986 GMC Dump Truck	1675	10/20/2019
<b><u>Total</u></b>	<b>\$178,349</b>	

**VIN #**

**Notes**

**1FTSW20555EB73070**

**1B6MC3652TS692711**

**1HTMKAAN47H454116**

**23050**

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**N/A**

**n/a**

**n/a**

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**n/a**

**n/a**

**n/a**

**n/a**

**n/a**

**JAF0103452**

**5EW00282**

**1GC2CUEG6JZ154545**

**1FDNK70U8GVA17214**

**1D7HE48N45S329457**

**N/A**

**79V22844**

**n/a**

**1GDE6D1A3DV521379**

# ADULT PROGRAMS - 2019 FALL CALENDAR

## ~ SPOTLIGHT ON SPEAKERS ~

520.456.1063 - THURSDAY, 10-11 AM

HUACHUCA CITY LIBRARY, 506 N GONZALES BLVD

**PRESENTATIONS AT TOWN HALL, 500 N. GONZALES BLVD**

**10 October - Story of America's First Territorial Church, 1862.** Historically intriguing constructional and funding aspects of St Paul's Episcopal Church. Speaker Jon Donahue Tombstone.

**24 October - Fort Huachuca 1877.** One of a chain of forts established to guard southern Arizona against the Chiricahua Apaches, led by Geronimo. Christopher DeMille, Fort Huachuca Museum.

**7 November - Who Are You? Genealogist Karol Childs, Sierra Vista Genealogy Society,** shares path to discover your ancestors. At conclusion, genealogy contest winner announced.

**21 November - Buffalo Soldiers.** *[Audience requested full, uncut presentation.]* Retired Army Sergeant Major Charles Hancock. *[Wearing Buffalo Soldier uniform.]*

**5 December - Storm Chaser, Ms. Lauren Bailey** Chases after and photographs intense weather conditions such as unusual cloud structures, lightning and tornados.

**19 December - Healers, Quacks, and Elixirs of Old Cochise.** George Whitehead.

## ~ SATURDAY SEMINARS ~

SEMINARS AT HUACHUCA CITY LIBRARY, 506 N GONZALES BLVD

**26 October, 10:30 AM -12:30 PM - Demanded back Psychic and Mediums, The Halls. Animals & Hauntings & Psychic Awakenings.** Recently published books available for purchase and signing.

**9 November, 1-2:30 PM. - Native American artist Yolanda Stevens** shares, for discussion, traditional signs and symbols of Pee-Posh Kwatsan Colorado tribe. A FRANK Talk program made possible by AH and AZ State Library, Records & Archives.

**16 November, 1-2 PM - Donna F. Brown,** shares highlights of her 2019 autobiography "Finding Medusa: the making of an unlikely Rock Star." Huge challenges, including an abusive youth, lead to a very recent rebirth of her 1973 hard rock band, MEDUSA. What a ride!

**14 December, 1-2 PM - Ramona MacMurtle of Seago.** Preventing Scams and Frauds.

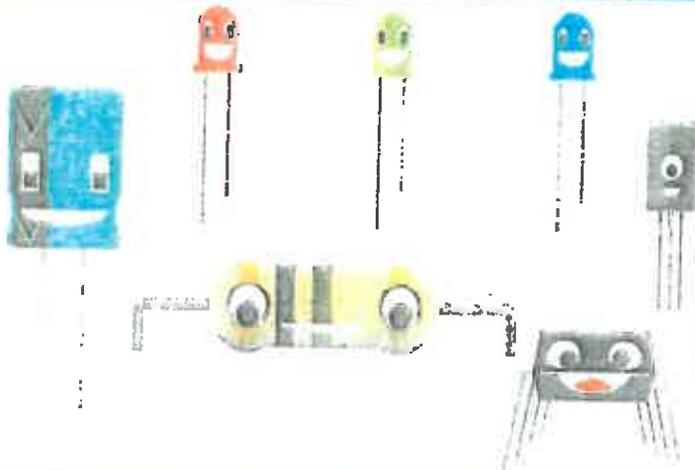


# HUACHUCA CITY LIBRARY

## FALL PROGRAMS FOR KIDS



**CODE CLUB**  
Mondays  
3:45pm TO 4:45PM



**ELECTRONICS**  
Thursdays  
3:45pm To 4:45pm



**STEM**

SCIENCE - TECHNOLOGY - ENGINEERING - MATH

**STEM**  
Fridays  
1:45pm To 2:45pm

See reverse side for SPOTLIGHT ON SPEAKERS Fall Programs



**ISTA GRANT - DIGITAL HISTORY PROJECT**

**AWARD AMT \$28,150**

**AMOUNT RECEIVED/Date**

**0**

**EXPENDITURES**

**1,238.19**



**LSTA mini-GRANT - HOTSPOTS**

**AWARD AMT \$4,000**

**AMOUNT RECEIVED/Date**

**0**

**EXPENDITURES**

**0**



**LEGACY GRANT FOR SUMMER SPLASH**

**AWARD AMT \$5,400**

**AMOUNT RECEIVED/Rec'd July 2019**

**\$5,400**

**EXPENDITURES**

**2,821.67**

**FUNDS REMAINING**

**\$**

**2,578.33**

